578

SUPREME COURT OF THE UNITED STATES.

No. ~~110~~. 35.

ROBERT PIATT, APPELLANT,

VERSUS

CHARLES VATTIER ET AL., AND THE BANK U. STATES.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF OHIO.

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Pleas begun and held at the court-house, in the town of Columbus, on Monday, the nineteenth day of December, in the year of our Lord one thousand eight hundred and thirty-one, and of the American independence the fifty-sixth, before the honorable John McLean and John W. Campbell, judges of the circuit court of the United States, within and for the seventh circuit, and district of Ohio.

ROBERT PIATT,
vs.
CHARLES VATTIER, BENJAMIN M. PIATT, PHILIP GRANDON, and HANNAH C. GRANDON, his wife, and the PRESIDENT DIRECTORS and COMPANY of the BANK of the UNITED STATES. } *In chancery.*

Be it remembered, that, heretofore, to wit, on the sixth day of December, in the year of our Lord one thousand eight hundred and twenty-seven, came Robert Piatt, of the State of Kentucky, by Benham and Hammond, esquires, his counsel, and filed on the chancery side of the United States, seventh circuit court, within and for the district of Ohio, his bill in equity against Charles Vattier, Benjamin M. Piatt, Philip Grandon and Hannah C. Grandon, his wife, the President Directors and Company of the Bank of the United States, and John Watson, which bill is in the words and figures following, to wit: "To the honorable the judges of the circuit court of the United States for the seventh circuit and district of Ohio, in chancery sitting: The bill of complaint of Robert Piatt, a citizen and resident of the Commonwealth of Kentucky, respectfully showeth, that in the year 1789, when the city of Cincinnati was first laid out, the country being then a wilderness, and the town plat a forest of timber, certain lots in the said city was allotted as donations to those who should make certain improvements within given periods of time, and the evidence of ownership consisting of the certificate of the proprietors, was transferred from one person to another by delivering as evidence of title. Your orator further showeth that the lot No. one, on the said plat, now occupied as the Cincinnati hotel, was allotted to one Samuel Blackburn, who, before the conditions of the donation was fulfilled, transferred his right to one James Campbell, who soon thereafter, transferred it to one John Bartle, who in the summer of the year 1790, took possession of the same, and completed the improvements required by the terms of the donation. Your orator further showeth that said Bartle continued to occupy said lot and the building thereon erected, by himself first, and subsequently by his tenants Elliot and Williams, and by his tenant Abijah Hunt, for several years, having the certificate of the proprietors of the town as his evidence of title, and the said Bartle having become embarrassed in his circumstances, mortgaged the said lot to one Robert Barr, of Lexington, Kentucky, of whom, and his heirs, if deceased, your orator know nothing, for the sum of about seven hundred dollars, to the payment of which the rents reserved to said Bartle, from the tenants in possession, were to be. and a large amount was in fact appropriated and paid. Your orator further showeth that the said Bartle having been upset in crossing the Ohio river, and thrown into the same, lost his certificate for said lot, and this fact coming to the knowledge of one Charles Vattier, a citizen and resident of the State of Ohio, whom your orator prays may be made defendant to this bill, and the said Bartle being then in very reduced circumstances, the said Vattier contriving and intending to defraud the said

Bill.

Bartle of the said lot, then became considerably valuable, went to Lexington and purchased of said Barr the mortgage given on said lot by said Bartle, which he took up, and having obtained from Abijah Hunt, then the tenant of said Bartle, the possession of the said lot, in the absence of said Bartle from the country, the said Vattier obtained from John Clues Symmes, in whom the legal title was a conveyance for said lot, your orator further showeth, that said Vattier having thus fraudulently obtained the possession of, and title to, said lot, afterwards sold the same to one John Smith, who had full notice and knowledge of the original and continued claim of said Bartle to the same, which said Smith is since deceased, and his heirs, if any are alive, are unknown to your orator, and the said Smith after occupying the same for a time, sold the same to one John H. Piatt, who had full notice and knowledge of Bartle's claim thereto; said John H. Piatt is since deceased, leaving Benjamin M. Piatt and Philip Grandon and Hannah C., his wife, citizens and residents of the State of Ohio, (and whom your orator prays may be made defendants to this bill) his heirs at law, with others not citizens of this State, and who cannot therefore be made defendants. And the said John H. Piatt, in his lifetime, mortgaged the same to the president, directors, and company of the bank of the United States, whom also your orator prays may be made defendants hereto, under which mortgage the said president, directors, and company of the bank of the United States, have obtained possession and complete title, with full notice and knowledge of the claim of said Bartle. And the said president, directors, and company of the bank of the United States have sold the same to one John Watson, a citizen and resident of this State, whom your orator prays may be made defendants to this bill, the said Watson being in the actual possession of said premises, but has not paid the purchase money or obtained a deed therefor. Your orator further showeth that the said Bartle asserted to the said Vattier, to the said Smith, and to the said Piatt, his right to said premises, at various and different times, but from poverty was unable to attempt enforcing the same in a court of equity or elsewhere, and your orator hath recently purchased from said Bartle his right to said lot, and obtained a conveyance from him for the same. And your orator had well hoped that the said president, directors, and company of the bank of the United States, would, upon application, have surrendered to him the possession of the said premises, or that in case they refused so to do, that the said Charles Vattier would have accounted with your orator for the value thereof, taking an account of the mortgage money paid to Barr, of the improvements, rents profits, &c. But so it is, the said president, directors, and company of the bank of the United States wholly refused to surrender possession of said lot to your orator, and the said Charles Vattier wholly refused to account with your orator for any matter in relation thereto, which is against equity, wherefore, and in as much as your orator is without remedy in the premises, except in a court of equity, where frauds and trusts of this nature are properly cognizable, your orator prays process against the said defendants, and that they may answer the matters and things herein set forth, as fully as if the same were here again particularly interrogated. And your orator prays that the said president, directors, and company of the bank of the United States, may be decreed to deliver possession of said premises to your orator, and account for and pay to your orator the rents and profits thereof, and execute a quiet claim deed therefor to your orator, or in case the said president, directors, and company of the bank of the United States, be protected in the

possession thereof, then that the said Charles Vattier be decreed to account for and pay to your orator the value thereof, upon such principles as shall be deemed just and equitable. And your orator prays such other further and general relief in the premises as to equity and good conscience shall deem right. And will pray, &c.

BENHAM & HAMMOND.
Sol'y for complainant.

And thereupon, a writ of the United States of America, of subpoena, issued out of the clerk's office of said court, as follows, viz.:

THE UNITED STATES OF AMERICA, } *sct.*
District of Ohio. }

Subpœna. To the marshal of said district, greeting: We command you to summon Charles Vattier, Benjamin M. Piatt, Philip Grandon, and Hannah C. Grandon, his wife, the president, directors, and company of the bank of the United States, and John Watson, if they be found in your bailiwick, to appear before the judges of the circuit court of the United States for the seventh circuit and district of Ohio aforesaid, at Columbus, on the fourth Monday in the month of December instant, to answer Robert Piatt, a citizen and resident of the State of Kentucky, of a certain bill in chancery, by him against them exhibited, and this you shall in no wise omit, under the penalty of the law, and have then there this writ.

Witness the honorable John Marshall, chief justice of the United States, on the seventh day of December, eighteeen hundred and twenty-seven, and in the 52nd year of the independence of the United States of America.

Attest: WM. KEY BOND, *Clerk.*

And afterwards, to wit, at the December term of said court, Anno Domini, one thousand eight hundred and twenty-seven, came the marshal of the district of Ohio, and returned the aforegoing recited writ into court here, with the following endorsement thereon to wit: "Charles Vattier not found, served on Benjamin M. Piatt, together with a copy of the bill in chancery mentioned, served on Philip Grandon and Hannah C., his wife, by copy on P. Grandon, served on John Watson, by copy, and on the president, directors, and company of the bank U. States, by copy on G. W. Jones, agent and acknowledgement of C. Fox, their attorney, to appear to said suit.

WM. DOHERTY, *M.*

Dec. 18, 1827.

I have received a copy of this subpoena, and agree to enter on appearance for the president, directors, and company of the bank of the United States.

CHA'S FOX,
Att'y for B'k U. States.

Dec. 18, 1827.

Continuance. And thereupon this cause was continued, and afterwards, to wit, at rules, held in the clerk's office of said court, in the months of January and February, in the year eighteen hundred and twenty-eight, this cause was continued, and afterwards, to wit, at rules held as aforesaid, in the month of March, in the year last aforesaid, came the complainant by his counsel; and the defendants having failed to appear, answer,

or demur, a decree pro confesso was entered, according to the rules of said court, against Benjamin M. Piatt, Philip Grandon, Hannah C. Grandon, his wife, and the president, directors, and company of the bank of the United States, and John Watson, and afterwards, to wit, on the 28th day of April, Anno Domini eighteen hundred and twenty-eight, the following writ of alias subpœna, issued out of the clerk's office of said court, to wit: "The United States of America, district of Ohio, set.: To the marshal of said district, greeting: We command you to summon Charles Vattier, if he be found in your bailiwick, to appear before the judges of the circuit court of the United States for the seventh circuit and district of Ohio aforesaid, at Columbus, on the second Monday, in the month of July next, to answer Robert Piatt, citizen and resident in the State of Kentucky, of a certain bill in chancery, exhibited by him, and this you shall in no wise omit, under the penalty of the law, and have then there this writ. Witness, the honorable John Marshall, chief justice of the United States, this 28th day of April, 1828, and in the 52nd year of the independence of the United States of America.

Alias subpœna.

Attest: WM. KEY BOND, *Clerk.*

And afterwards, to wit, at the July term of said court, Anno Domini eighteen hundred and twenty eight, came the marshal of the district aforesaid, and returned into court here the foregoing recited writ of alias subpoena, as follows, to wit, 28th June, 1828, summoned Charles Vattier, by giving him a copy of this writ.

Return.

THOMAS HECKEWELDER, *Dep'y M.*
for WM. DOHERTY, *Marshal.*

On motion of the president, directors, and company of the bank of the United States, by their solicitor, the decree pro confesso, entered in the aforegoing cause against them, is set aside, and thereupon they file their answer, which answer is as follows, viz.

BANK UNITED STATES, *ads.* ROBERT PIATT.

The separate answer of the president, directors, and company of the bank of the United States to the bill of complaint, exhibited by Robert Piatt against these defendants, and Benjamin M. Piatt, Philip Grandon, and Hannah C., his wife, and others. These respondents saving and reserving to themselves, now and at all times hereafter, all advantage of exception to the untruths and uncertainties of said bill, for answer thereto, or to so much thereof as they are advised it is material for them to answer unto: they answer and say that, they have no knowledge of the manner in which the city of Cincinnati was first laid out except from report, but they believe that a part of the lots originally laid out, were given to such persons as should entitle themselves to them by complying with the terms of settlement, prescribed by the proprietors of the town. But these respondents have *have* no knowledge that the lot, numbered one, in said city, now occupied as the Cincinnati hotel, was ever allotted to one Samuel Blackburn. They have no knowledge that James Campbell ever had or claimed any interest or title in and to said lot. They have no knowledge that John Bartle ever had any right, title, interest, or claim to said lot,

Ans. of bank.

neither do they know that said Bartle was ever in possession of said lot, or any part thereof, or that any other person ever was in possession thereof, as tenants to said Bartle, neither do they know that said Bartle or his tenants ever erected any building on said lot. These respondents do not know that said Bartle ever obtained a certificate of the proprietors of the town for said lot. They have no knowledge that said Bartle ever mortgaged said lot to Robert Barr, of Lexington, or to any other person, neither do they know that the rents were to be, or that in fact any of said rents ever were paid. They know nothing of said Bartle ever having had a certificate for the said lot described in the bill, nor of his ever having lost it as therein set forth. They know nothing of the said Charles Vattier, named in said bill, having fraudulently purchased of Robert Barr any mortgage on said lot. These defendants therefore require the complainant to produce proof of the allegations set forth in his bill. They admit they have been informed, and believe, that on or about the twentieth day of March, in the year 1797 or 1799. said Charles Vattier, for a valuable consideration, obtained from John C. Symmes, who then filed the legal title to said lot, a deed of conveyance for said lot, (a copy of which these defendants refer to and make an exhibit in this cause) and said Vattier took possession of said lot, and held the same until about the nineteenth day of July, in the year 1806, when one John Smith, for a valuable consideration, purchased said lot from said Vattier, who was then in possession and claimed to be the legal owner, as these defendants have been informed, and received a deed of conveyance therefor, and was put into possession of said lot, and held the same by himself or tenants, until about the sixteenth day of March, in the year 1811. When the sheriff of Hamilton county, by virtue of an execution, called a fieri facias, et levari facias, issued out of the court of common pleas of the county of Hamilton, upon a certain judgment recovered in said court against said Smith, in favor of Robert Smith and James Robertson, for the sum of 5,310$\frac{34}{100}$ dollars, exposed said lot with the improvements thereon at public sale, in the city of Cincinnati, and thereupon the said John H. Piatt, named in complainants bill, bid the sum of two thousand dollars for the same, which being the highest and best bid offered, said Piatt was declared the purchaser, and accordingly on or about the 17th day of August, in the year 1812, received a deed of conveyance in fee simple for said lot, and thereafter continued in possession of the same until his death, which happened in the the month of in the year 1822. And these defendants in further answering, state the day of in the year 1820, the said John H. Piatt being then indebted to these defendants in the sum of 261,631 $\frac{69}{100}$ dollars, for monies loaned, bills, &c. discounted, and for interest, applied to these defendents to grant to him further time for the payment of the said sum of 261,631$\frac{69}{100}$ dollars, and being in the quiet possession of the lot described in said bill, and alleging himself, and pretending to be seized in fee in possession of the said house and lot, and being apparent owner thereof, proffered as an indemnment to these defendants to extend the time of payment to mortgage a large quantity of real estate, and among others the said house and lot, known by the name of the Cincinnati hotel, and described in complainants bill; and these defendants aver that relying on the assertions of said John H. Piatt as to the validity of his title to the several lots to be mortgaged, and believing that said Piatt had a good and valid title in fee simple to said lot numbered one, described in said bill, they did agree with said Piatt on or about the day of October, 1820, to give him time to

pay off the debt aforesaid, and accordingly they did, on the thirteenth day of October, in the year last aforesaid, receive from the said John H. Piatt, and his wife, a conveyance in fee simple, by way of a mortgage of several lots and tracts of land, and among others of the said house and lot, called the Cincinnati hotel, which said mortgage was conditioned to pay unto these defendants the aforesaid debt of 261,631 $\frac{69}{100}$ dollars, according to the tenor and effect of five promissary notes described as follows, viz.

And payable the	1st May, 1821, for - - -	$7,417	20
do	1st May, 1823, - - - -	50,214	29
do	1st May, 1824, - - - -	50,000	00
do	1st May, 1825, - - - -	77,000	00
do	1st May, 1826, - - - -	77,000	00

with interest upon each of said four last notes, from the 13th October, 1820, to be paid on the first May, 1822, and every 90 days after that date. A copy of which said mortgage, attached hereto, these defendants refer to, and pray may be made a part of this their answer. And these defendants in further answering state, they did grant said John H. Piatt further time, as above stated, for payment of his debt aforesaid, on the faith of said mortgage, that at the time of receiving said mortgage deed from said John H. Piatt, they had no notice whatever that said Bartle, or the complainant or any other power except the said John H. Piatt, had or pretended to have any interest or claim, either legal or equitable, to said premises mentioned in complainant's bill. And the said defendants in further answering, state that the said John H. Piatt having died as aforesaid without having paid any part of the debt aforesaid, and the property so mortgaged as aforesaid not being considered more than sufficient to pay and satisfy said debt, these respondents, on the 15th day of May, in the year of our Lord 1823, obtained from the heirs and administrators of said John H. Piatt, deceased, and from his widow, Martha A Piatt, for the consideration of $11,000 paid to said Martha A. Piatt, and one dollar paid to said heirs and administrators, a deed of return of the equity of redemption, which had descended to said heirs, widow and administrators, and of which premises said heirs and administrators were then actually possessed, and were, or pretended to be, seized in fee of said premises subject to said mortgage, and thereby became the unconditioned owners, in fee simple, of the premises described in complainant's bill. And these defendants further state that believing said John H. Piatt died legally seized in fee simple of said lot, and for the purpose of effectually relieving said premises, described in said mortgage deed, including said lot, No. 1, from any claim of dower by the said Martha A. Piatt, widow of said John H. Piatt, deceased; these defendants did, at the time of receiving said deed of release from the said Martha A , and the said heirs a nd administrators of said John H. Piatt, dec'd, pay to the said Martha A .Piatt, the said sum of eleven thousand dollars, and they further state that at the time of receiving said last mentioned deed, and at the time of paying said eleven thousand dollars, they had no knowledge that said complainant or said Bartle had any claim or interest in or to said lot, described in the complainant's bill. And these defendants in further answering, state that they believe the said John Smith, and the said John H. Piatt, at the time of their several purchases, and at the time of their receiving their deed as aforesaid, and at the time they paid their purchase money for said property, did not know that said Bartle or complainant had any interest in said lot described in complainant's bill.

These defendants therefore claim to be and insist they are innocent purchasers of said lot, without notice of said Bartle's or complainant's claim thereto, and these defendants further insist that said John H. Piatt and said John Smith were also innocent purchasers of said lot without notice of said Bartle's or complainant's claim to said lot. These defendants in further answering, state that they claim title to the said lot, No. 1, under the said John C. Symmes, Charles Vattier, and John Smith, John H. Piatt, and his heirs and representatives, and widow, as above stated, and they allege that said Vattier took possession of said lot about the year seventeen hundred and ninety nine, and that said Vattier and those claiming under him have continued in the uninterrupted possession of said premises ever since, being a period of more than twenty-eight years, and these defendants do not believe that said Bartle has always remained too poor to prosecute his pretended claim, and these defendants therefore insist that the claim now set up by the complainant is a stale one, and that the complainant is barred by lapse of time from any relief in the premises, if his original title was good and valid.

And these defendants in further answering, state that said John H. Piatt, in his lifetime, erected divers large buildings on said lot, and made divers improvements thereon, at an expense of more than $ and during the time the said buildings were erecting, and improvements making, the said Bartle never intimated to said Piatt that he had any claim to said property, though he was frequently in Cincinnati, and knew said buildings were erecting. And the defendants deny all fraud and combination with which they stand charged, and having answered they pray to be hence dismissed with their cost and charges in this behalf, &c.

STATE OF OHIO, *Hamilton county*, ss.

Personally appeared before me, the undersigned, a justice of the peace of the county aforesaid, George W. Jones, personally known to me as the agent and attorney in fact of the above named defendants, and upon his solemn affirmation, in due form of law, deposes and says, that the above and foregoing answer, so far as the matters and things can be supposed to be within the knowledge of the defendants, are true in substance and matter of fact, and that so far as they are stated from information of others, he believes them to be true. In testimony, I, the said George W. Jones, has subscribed this answer and made affirmation of the same in my presence.

GEO. W. JONES, *Agent.*

Witness my hand and seal this 8th day of July, A. D. 1828.

E. HOTCHKISS, *Just. Peace.*

Exhibits referred to and made a part of the foregoing answer, viz.

Deed of Symmes to Vattier.

This indenture, made the twentieth day of March, in the year of our Lord one thousand seven hundred and ninety-seven, between John Cleves Symmes, of North bend, of the county of Hamilton, and territory of the United States, northwest of the river Ohio, of the first part, and Charles Vattier of the other part, witnesseth, that the said John Cleves Symmes, for and in consideration of the sum of five dollars, to him in hand well and truly paid, at or before the ensealing hereof, the said John Cleves Symmes doth hereby acknowledge, and thereof and therefrom doth clearly acquit, exonerate, and discharge the said Charles Vattier,

his executors, administrators, have given, granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth fully give, grant, bargain, and sell, unto the said Charles Vattier, and his heirs, and assigns forever, all that certain town lot No. 1, situate at the corner, near the artificer's yard, on the front street in Cincinnati, being six rods wide and twelve rods long, containing seventy-two square perches of land, situate and being in the town of Cincinnati, in the county aforesaid; being a part of the 17th fractional section, in the fourth township, and first fractional range, which lot contains 72 perches. Together with all and singular the privileges and appurtenances to the said lot belonging, or in any wise appertaining. To have and to hold the before granted premises, with the appurtenances and privileges thereunto belonging, to the said Charles Vattier, and his heirs and assigns, for their own proper use, benefit, and behoof for ever. And the said John Cleves Symmes, for himself and his heirs, executors, and administrators, doth covenant, promise, and agree unto and with the said Charles Vattier, and with his heirs and assigns, that at the time of the ensealing and delivery hereof, he is the true sole and lawful owner, and is lawfully seized of the same by purchase from the United States of America, and hath in himself full power and lawful authority to sell and convey the same in manner aforesaid. And the said John Cleves Symmes doth further covenant with the said Charles Vattier, and his heirs and assigns, that all and singular the premises and lot aforesaid unto the said Charles Vattier, and his heirs and assigns against all lawful claims and demands whatsoever, he the said John Cleves Symmes, and his heirs will well and truly warrant and forever by these presents defend. In witness whereof the said John Cleves Symmes, together with Susan, his wife, who hereby relinquishes her right of dower in the premises, have hereunto severally set their hands and affixed their seals the day and year aforesaid.

JOHN CLEVES SYMMES, [SEAL.]

Sealed and delivered in the presence of
CELADON SYMMES,
SARAH PRINCE.

HAMILTON, ss.

Before me, Aaron Caldwell, one of the justices assigned to keep the peace in the said county, came personally the within named John Cleves Symmes, who acknowledged the within instrument of writing to be his hand and seal, his act and deed, for the uses and purposes within mentioned. In testimony whereof I have hereunto set my hand and seal, the 10th day of April, 1799.

AARON CALDWELL. [SEAL.]

Recorded 23d April, 1799.

STATE OF OHIO, HAMILTON COUNTY, ss.

I, Griffin Yeatman, recorder in and for the county of Hamilton, do certify that the foregoing deed of conveyance is a true copy, taken from the records of said county, as recorded in book C. No. 1, page 97, 23d April, 1799.

[SEAL.] In testimony whereof I have hereunto subscribed my name, and affixed the seal official, at Cincinnati, this 25th June, 1828.

GRIFFIN YEATMAN, *Recorder.*

Deed of Vattier to Smith.

This indenture, made the nineteenth day of July, in the year of our Lord one thousand eight hundred and six, between Charles Vattier, of Cincinnati, in the county of Hamilton, and State of Ohio, of the first part, and John Smith, Esq., of the same county and State, of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of three thousand dollars, to him in hand well and truly paid by the said party of the second part, before the ensealing and delivery of these presents, the receipt and payment of which the said party of the first part doth hereby acknowledge, and thereof and therefrom doth acquit, release, exhonerate, and forever discharge the said party of the second part, his heirs, executors, and administrators, by these presents hath granted, bargained, sold, aliened, enfeoffed, conveyed and confirmed, and doth hereby grant, bargain, sell, alien, enfeoff, convey and confirm, unto the said party of the second part, his heirs and assigns, forever, all that certain town lot, situate lying and being in the town of Cincinnati, in the said county and State, numbered on the plan or plat of the said town number one, situate at the corner near the artificer's yard, on the front street in said town, being the same lot deeded by Judge Symmes to Charles Vattier, dated the twentieth day of March, one thousand seven hundred and ninety-*nine*, and recorded in the records of Hamilton county, in book C, vol. 4, pages 97 and 98, and being six rods wide and twelve rods long, containing seventy two square perches of land, be the same more or less, to have and to hold the said premises, with all and singular the appurtenances thereunto belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever; and the said party of the first part, for himself, heirs, executors and administrarors, doth covenant and grant unto and with the said party of the second part, his heirs, executors, and administrators and assigns, that he, the said party of the first part, is lawfully and rightfully seized of the before mentioned premises, and every part and parcel thereof; and, also, that the said party of the first part hath good right, full power, and lawful authority, in his own right, to grant, bargain, sell and convey the same in manner and form aforesaid; and the said party of the first part, for himself, heirs, executors and administrators, further covenant and grant unto and with the said party of the second part, his heirs, executors, administrators and assigns, that the before mentioned premises, with all and singular the appurtenances thereunto belonging, or in any wise appertaining unto the said party of the second part, and his heirs and assigns, against the said party of the first part, and his heirs, executors and administrators, and every other person or persons whomsoever shall and will warrant, and by these presents forever defend. In witness whereof, the said party of the first part, together with Pamelia Vattier, his wife, who hereby relinquishes her right of dower in the said premises, have hereunto set their hands and affixed their seals, the day and year first above written.

C. VATTIER. [SEAL.]
PAMELA VATTIER. [SEAL.]

Signed, sealed and delivered in the presence of
JOHN W. BROWN,
JOHN MAHARD.

STATE OF OHIO, HAMILTON COUNTY, *ss.*

Before me, the undersigned, one of the justices of the peace within and for said county, came personally Charles Vattier and Pamela his wife, the

within grantors, and, agreeably to the act in such case made and provided, acknowledged the above indenture to be their voluntary act and deed, for the uses and purposes therein contained. In testimony whereof I have hereunto set my hand and affixed my seal, this 19th day of July, in the year of our Lord one thousand eight hundred and six.

JOHN MAHARD. [SEAL.]

Recorded 23d July, 1806.

STATE OF OHIO, HAMILTON COUNTY, *ss.*

I, Griffin Yeatman, recorder of Hamilton county aforesaid, do certify that the within deed of conveyance is a true copy, taken from the records of said county, as recorded in book G, pa. 100, on the 23d July, 1806.

[SEAL.] In testimony whereof I have hereunto set my hand and seal, at Cincinnati, this 25th day of June, 1828.

GRIFFIN YEATMAN, *Recorder.*

Deed of Sheriff to J. H. Piatt.

This indenture, made the 17th day of August, in the year of our Lord 1812, between Joseph Jenkinson, Esq., sheriff of the county of Hamilton and State of Ohio, of the one part, and John H. Piatt of the other part; that, whereas Robert Smith and James Robinson, lately before the honorable the judges of the court of common pleas of Hamilton county, to wit, at Cincinnati, in the term of December, in the year of our Lord 1810, did recover by judgment at said court, against John Smith, the sum of five thousand three hundred and ten dollars 34 cents, being damages which they had sustained, as well by the detention of said debt as by the costs and charges about their said suit in that behalf expended, whereof the said John Smith is convicted, as by the record in said court will more plainly appear; and, whereas the said R. Smith and J. Robinson prosecuted on the judgment aforesaid out of the court aforesaid a certain writ viz. of fire facias et levare facias, to the sh'ff. of the said county directed, commanding him, the said shff., that of the goods and chattels, lands and tenements of the said John Smith, found in his bailiwick, he should make or cause to be made the said damages so as aforesaid recovered, and that he should have the monies before the judges aforesaid, at Cincinnati, on the first Monday in April next, to render unto the said Smith and Robinson, for their damages so as aforesaid recovered; and, also, that when the sh'ff. returned to the said court that writ, together with his proceedings thereon, nulla bona, and levied on one lot in the town of Cincinnati, numbered on the plan of said town No. one, with a large brick building thereon, lying on the corner of Broadway and Front street, which had been valued agreeable to law at three thousand dollars, subject to a mortgage originally given by John Smith to Charles Vattier, and by him assigned to Genl. James Findlay, shown to said valuers; and that he had sold the above described lot for two thousand dollars, (two thirds of the valuation,) subject to the aforesaid mortgage. And whereas the sheriff, by virtue of the said having according to the law of the State in such case made and provided, and having legally executed the directions and provisions therein contained, by advertising, in a lawful and just form, giving the proper notice, did, on the 16th day of March, in the year of our Lord eighteen hundred and eleven, at the court-house in the town of Cincinnati, expose to sale by public vendue, or outcry, of the said lot No. one, described, and all the estate in, or right, title

or interest, claim and demand, of him the said John Smith, of, into, or over the same, and every part thereof: whereupon John H. Piatt, by Jacob Burnet his agent, did, then and there, bid for the same the sum of two thousand dollars; and no person bidding more, the said lot No. one was openly, fairly, and publicly cried out and sold to the said John H. Piatt, for said sum of two thousand. Therefore, to confirm said purchase to the said John H. Piatt, so as aforesaid, this indenture witnesseth that the said Joseph Jenkinson, sheriff of Hamilton county aforesaid, for and in consideration of the sum of two thousand dollars to him in hand well and truly paid by said John H. Piatt, the receipt whereof is hereby acknowledged, and by virtue of the laws of the State in such case made and provided, and the provisions and directions therein contained, hath given, granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth give, grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said John H. Piatt, his heirs, executors and assigns, all that certain lot No. one, in Cincinnati, as above described, with its privileges and appurtenances, and all the estate, right, title and interest, of John Smith, of, into, and over the same, and every part thereof, to have and to hold the said premises to the said John H. Piatt, his heirs and assigns, to the only proper use, benefit and behoof of the said John H. Piatt, his heirs and assigns, forever, in as full and ample a manner as I, the said Joseph Jenkinson, sheriff of the county of Hamilton, have hereunto set my hand and seal, the twentieth day August, and the year above written.

JOSEPH JENKINSON, [SEAL.]
Sheriff of Hamilton county.

Sealed and delivered:
WM. STANLEY.
GRIFFIN YEATMAN.

STATE OF OHIO, *Hamilton county, sc.*

Be it remembered that on this 17th day of August, 1812, personally came before me, the undersigned, a justice of the peace within and for the county aforesaid, Joseph Jenkinson, sheriff of said county, and acknowledged the within indenture to be his free and lawful and act and deed for the uses and purposes herein mentioned. In testimony whereof, I have hereunto set my hand and seal.

GRIFFIN YEATMAN, *J. P.* [SEAL.]

Mortgage of Piatt to U. S. Bank.

This indenture, made this thirteenth day of October, in the year one thousand eight hundred and twenty, between John H. Piatt, of Cincinnati, in the county of Hamilton, in the State of Ohio, and Martha Ann Piatt, his wife, of the one part, and the president, directors & co. of the Bank of the United States of the other part, witnesseth: that the said John H. Piatt and Martha Ann, his wife, for and in consideration of the sum of two hundred and sixty-one thousand six hundred and thirty-one dollars and sixty-nine cents to them in hand paid, the receipt and payment of which they do hereby confess and acknowledge, they have given, granted, bargained, sold, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, release, convey, and confirm unto the said president, directors, and company of the Bank of the United States, their successor and assigns, all and singular the following described land and property, to wit: parts of lots number six and seven, as

laid down upon the general and recorded plan of the city of Cincinnati, on which the said John H. Piatt has erected eight three-story brick buildings, which premises are bounded north by the lower Market street in the said city of Cincinnati, on the east by Broadway, south by an alley, and west by other lots on which a number of small frames now stand, on the south side of lower Market street, and owned by the said John H. Piatt, and lots lately belonging to Patrick Dickey, deceased. Also, the following described part of lot number five, as numbered upon the plan of Cincinnati, beginning at the northwest corner of Columbia street and Broadway; thence northwardly with the line of Broadway to the alley running on the south side of the first parcel herein described, and including the white frame houses then standing; thence westwardly with the south line of said alley one hundred and sixty feet; thence southwardly, parallel with Broadway, to Columbia street; thence eastwardly with Columbia street one hundred and sixty feet to the place of beginning. Also, the lot No. one, as laid down upon the said plan of the city of Cincinnati, excepting a small part thereof on the west appropriated for an alley, bounded on the south by Front street, on the east by Broadway, and on the west by the aforesaid alley, and including the Cincinnati hotel, and the buildings thereon erected. Also, about one hundred and fifty-nine feet front on the south side of the lower Market street aforesaid by forty feet deep, on which a number of small frames now stand, being bounded on the east by the three-story brick dwelling herein described, on the west by a lot of forty feet sold to Stephen Sampson, and on the south by the premises late belonging to Patrick Dickey, deceased. Also, that certain lot number seventeen, (at the corner of Broadway and Front street) and part of lot number eighteen in square number three of the lands laid out and sold by the United States, including the store, warehouse, and dwelling-house erected thereon. Also, the lots numbers ten and eleven in the square number three aforesaid at the southeast corner of Broadway and Columbia street, including the banking house and six brick dwelling houses on Columbia street. Also lots numbers twenty-two and thirty-two in the square number two of the aforesaid lands laid out by the United States, including the tavern and brewery thereon, and also three frame buildings. Also, thirty-two feet front on the east side of Broadway by one hundred feet deep, immediately south of Jacob Wheeler's lot in square No. 3 aforesaid, and being part of a lot number fifteen, and on which the salt house at present stands. Also, all that certain lot on east Front street in Cincinnati aforesaid, beginning on the south side of said street at the the northeast corner of a lot lately owned by Robert Archibald, but now owned by the said John H. Piatt; thence eastwardly with the line of the street thirty feet to a thirty feet street, and extending back southwardly the same width to the river Ohio, including the ferry house. Also, forty feet front on said Front street, and extending back to the river the same width, lying immediately west or below the last described lot, and including a brick house and a frame. Also, thirty-four feet in front on the north side of the lower Market in Cincinnati aforesaid, beginning twelve feet west of James H. Looker's lot and running westwardly with Market street thirty-four feet, and extending back the same width sixty-four feet, including a double frame house thereon standing. Also, about forty-six feet in front on the north side of lower Market street aforesaid, beginning at the southeast corner of the stone house at the corner of said Market street and Sycamore street, and running eastwardly with Market street and Sycamore street, and running eastwardly with Market street

about forty-six feet, and extending back the same width sixty-four feet, including two frame houses. Also, thirty acres of land in the nineteenth section, in the third township in the second fractional range of townships in the Miami purchase, with the dwelling house and buildings thereon, on which the said John H. Piatt now lives, and being the same which he purchased from Thomas Graham. And also, the lot number four upon the aforesaid plan of the city of Cincinnati at the southwest corner of Broadway and Columbia streets, being unimproved; and all the estate, right, title, interest, claim, and demand of them, the said John H. Piatt and Martha his wife, or either of them, either in law or in equity of, in, and to the same, together with all and singular the privileges and appurtenances to the same belonging or in anywise appertaining, and the rents, issues, and profits thereof: to have and to hold the aforesaid described lots and parcels of land, with the buildings and improvements thereon, and also the appurtenances, unto the said president, directors, and company of the Bank of the United States to their only proper use and their successors and assigns for ever; and the said John H. Piatt, for himself and his heirs, covenants to and with the president, directors, and company of the Bank of the United States, their successors and assigns, that he is lawfully seized by purchase of the herein granted and conveyed land and premises, and has good right to sell and convey the same in manner and form aforesaid, and also that he will warrant and forever defend the aforesaid premises with their appurtenances unto the said president, directors, and company of the Bank of the United States, their successors and assigns from and against the lawful claims and demands thereon of all persons, whomsoever they may be: provided, nevertheless, and this mortgage is given on this express condition, that if the said John H. Piatt, his heirs, executors, and administrators shall and do pay unto the said president, directors, and company of the Bank of the United States, their successors or assigns, at their office in the city of Cincinnati, the sum of two hundred and sixty-one thousand six hundred and thirty-one dollars and sixty-nine cents, with interest thereon agreeably to the tenor and effect of five several promissory notes of this date, given by the said John H. Piatt and endorsed by William Piatt to the said president, directors, and company of the Bank of the United States, which notes are described as follows, viz: No. 1 of seven thousand four hundred and seventeen dollars and twenty cents, payable to William Piatt or order on the first day of May, 1821. No. 2 for fifty thousand two hundred and fourteen dollars and twenty-nine cents, payable on the first day of May, 1823, with interest thereon to be paid on the first of May, 1822, and at the end of every ninety days thereafter. No. 3 for fifty thousand dollars payable, on the 1st of May, 1824, with interest thereon, to be paid on the first of May, 1822, and every ninety days thereafter. No. 4 for seventy-seven thousand dollars, payable on the first of May 1825, with interest thereon to be paid on the 1st May, 1822, and every ninety days thereafter. No. 5 for seventy-seven thousand dollars, payable on the 1st of May, 1826, with interest thereon, payable on the 1st of May, 1822, and every ninety days thereafter. Then, and in case of payment being made in manner aforesaid, of the aforesaid several notes and interest, this mortgage is to cease and become void, otherwise it is to be and remain in full force and virtue.

In witness whereof, the said John H. Piatt, and Martha Ann Piatt, his

wife, have to this mortgage set their hands and seals the day and year first herein before written.

(Signed) JOHN PIATT. [SEAL.]
(Signed) MARTHA A. PIATT. [SEAL.]

Signed, sealed, and delivered, in the presence of
(Signed) JAMES SILVER.
(Signed) THOMAS HENDERSON.

STATE OF OHIO, *Hamilton County.*

On the 14th October, 1820, personally came before me, James Silver, one of the associate judges of the court of common pleas, in and for said county, John H. Piatt, and Martha Ann Piatt, his wife, the grantees named in the foregoing mortgage, and acknowledged the same to be by them executed as their free and voluntary act and deed for the uses and purposes therein mentioned: and the said Martha Ann being by me examined separately and apart from her said husband, and the contents of the said mortgage made known and explained to her, she declared that she freely executed the same without the coercion or compulsion of her husband.

Given under my hand seal the day and year above written.

(Signed) JAMES SILVER. [SEAL.]

I, Griffin Yeatman, recorder for the county of Hamilton, and State of Ohio, duly commissioned, do certify to all whom it may concern, that the foregoing mortgage, is a true copy taken from the records of said county, in book W. No. 1, page 78. In testimony whereof, I have hereunto subscribed my name at Cincinnati, this 1st day of January, A. D. 1823.

GRIFFIN YEATMAN.
Recorder of Hamilton county, Ohio.

Answer of Vattier. And thereupon, Charles Vattier files in court here, his answer as follows, to wit: "The separate answer of Charles Vattier to a bill in chancery, exhibited against him and others, in the circuit court of the United States, for the district of Ohio, by Robert Piatt.

This defendant, saving and reserving to himself all right of exception to the many uncertainties, untruths, and imperfections in the bill of complaint contained for answer thereto, says that, he has no personal knowledge of the manner in which the town of Cincinnati was originally laid out; but from information, he believes and admits that certain lots were designated for donations to those who should settle and improve them within a given time; but what were the terms of settlement and improvement, he does not know, nor has he any knowledge that lot No. one mentioned in the bill, and now occupied as the Cincinnati Hotel, was a donation; nor does he know by what means their donation rights were evidenced or transferred from one to another. He does not know, and therefore cannot admit, that lot No. one was ever allotted to Samuel Blackburn, and that he transferred it to James Campbell, or he; that he transferred it to John Bartle, or that said Bartle ever had any right or title to said lot. He cannot admit that Bartle mortgaged the lot to Robert Barr, as set forth and alleged in the bill. He never saw such a mortgage, nor did he alleged in the bill. He never saw such a mortgage, nor did he ever hear of it till since the commencement of this suit. He believes that no such mortgage was ever re-

corded in the county of Hamilton. He cannot find any such on record. This defendant admits that after he required title to the lot, as will be hereafter set forth, he understood that said Bartle had been in the possession of the lot in question with another man, and that they had made some improvements on the lot, but to what extent, or how long they had been in possession, he does not know. This defendant will further state, by way of answer, that he does not know that said Bartle ever had the donation certified, as stated in the bill, or that he lost it in the manner set forth, or in any other way whatever. He will further state that in the winter of one thousand seven hundred and ninety-six and seven, he became desirous of purchasing the lot in question, and applied to Peter Hunt, who was then in the possession of the lot, to learn of him the owner. That he understood from Mr. Hunt that Robert Barr, of Lexington, Kentucky, was the owner, and whom this defendant supposes to be the same Robert Barr named in the bill: that Hunt informed him that if he would leave a thousand dollars with him, he would buy the lot for him: that Hunt was then in possession of said lot, as this deponent believes, under said Barr, and if Abijah Hunt was also in possession, he does not know it. They might have holden the possession jointly, but if so, it was not known to this defendant. This defendant will further state that, by way of answer, that some short time after his application to Jesse Hunt, he saw Israel Ludlow, one of the original proprietors of the town of Cincinnati, and made inquiry of him as to the owner of lot No. one, who likewise informed him that the lot was owned by Robert Barr, but that there was some dispute about it, between said Barr and John Cleves Symmes. He advised this defendant to go to Lexington, where Symmes then was, and see Symmes and Barr, and purchase the lot of the latter. He accordingly went to Lexington in the winter before alluded to, when he saw Symmes and Barr together, and an arrangement was made between them, and he purchased the lot of said Barr, for seven hundred and twenty-five dollars, and paid him the cash down. This purchase was made with the privity and knowledge of Symmes, who at the same time gave this defendant a writing or certificate. That upon his return to Cincinnati, where he then resided, he would make him a deed for the lot. The dispute between the said Barr and Symmes, concerning the lot, was also at this time arranged. He further states that, at the time he purchased the lot of Barr, he received of him no conveyance whatever, for the lot, or did he take of him any mortgage whatever, nor does he suppose that he had any legal title to the lot; but the legal title was in Symmes as stated in the bill. He was informed that Barr was the owner of the lot, and therefore, he purchased of him; but the nature of his right or title of the lot, he was not informed. He expected a deed for the lot would come from Symmes. Pursuant to this arrangement, the said Symmes executed a deed of conveyance to this defendant for said lot, number one, on the twentieth day of March, one thousand eight hundred and ninety seven, which was regularly recorded: that soon after taking this conveyance, he took possession of said lot, and retained it for about nine years, when he sold and conveyed it to John Smith, as mentioned in the bill, and in the year one thousand eight hundred and six, as he believes. He further states that, at the time of taking possession of said lot, he used no fraudulent or deceptive means for the purpose of obtaining the possession, but the same was voluntarily surrendered to him: that he had not the least notice or knowledge of the supposed equitable claim of said Bartle to said lot, at the time of his pur-

chase, or at the time of his taking possession. He further states that, while he lived on said lot, he frequently saw Bartle, who was often in the house on the lot; that said Bartle never made known to him, or intimated to him, that he had any claim or title to the lot: that while this defendant was the owner of the lot, he made improvements on the same, of which Bartle had knowledge. He does not believe, or admit, that said Smith had any notice of the several matters and things set forth in the bill at the time he received a conveyance for said lot from this defendant, as before stated, or that he knew or had heard any thing of the supposed right or claim of said Bartle to said lot. He further states that, ever since he took possession of said lot, in the year one thousand seven hundred and ninety seven, there has been a continued possession of the same, under his title thus acquired from said Symmes, by the successive owners as set forth in the bill. He knows nothing of the inability of said Bartle, on account of his poverty, to assert his title to said lot, if he had one; nor does he know that the said Robert Piatt has purchased from the said Bartle his right to said lot, and obtained a conveyance from him for the same, and therefore, he requires full proof. But if he have purchased the right of said Bartle to the lot, this defendant submits to this honorable court, whether the complainant, with a full knowledge of a legal title to the lot, and long possession under it, can buy in an equitable title to the lot, and assert it in his own name against such legal title. He denies all fraud and combination, and all intention to defraud the said Bartle: and having fully answered so much of said bill as he is advised is necessary for him to answer, he prays to be dismissed with costs.

C. VATTIER.

CASWELL & STARR, for Vattier.

HAMILTON COUNTY, *sct.*

I, Charles Vattier, being duly sworn, depose and say that, the several matters of fact set forth in the answer which I have above subscribed are true, so far as I have stated them from my own knowledge; and so far as I have stated them from the information of others, I believe to be true.

C. VATTIER.

Sworn to subscribed before me this 11th July, 1828.

JAMES FOSTER, *Just. Peace.*

Continued. And thereupon, this cause was further continued, and afterwards, to wit, at rules held in the clerk's office of this court, in the months of August, September, October, November and December, this cause was continued; and afterwards, to wit, at the December term of

Replication. said court, A. D. eighteen hundred and twenty-eight, the complainant filed his replication as follows, to wit;

ROBERT PIATT
vs.
PRESIDENT, DIRECTORS, AND BANK UNITED STATES, } *Charles Piatt and others.*

The replication of the complainant to the separate answer of the President, Directors and Company, of the Bank of the United States, and of Charles Vattier. This repliant saving and reserving to himself all manner of exception to the manifest errors and insufficiencies to said answers; for replication thereto, saith that, the said answers are wholly and altogether

insufficient, and that the matters therein alleged are untrue, and the matters in the complainants bill are just and true, and sufficient in law, all which he is ready to maintain and prove as this honorable court shall direct.

C. HAMMOND, *Sol. for Plt'ff.*

Decree pro confesso, set aside as to Vattier. Bill dismissed as to Watson.

Thereupon came the complainants by his solicitor and by consent, the decree pro confesso, taken before the last term, is set aside as to the respondent Charles Vattin, his answer being on file; and as to the respondent Watson, the complainant dismissed his bill; and as to the respondents Benjamin M. Piatt, and Philip Grandon, and his wife, it appearing to the court that they had not appeared, or answered to the complainants bill according to the rules of the court, for which they are in default. The court, as to the said last mentioned respondents, do award, order, and decree, that the matter in the bill be considered and taken as confessed accordingly; and the court will proceed at the next term to decree, unless the last named respondents shall appear hear at the next term, and plead answer or demur, they being first duly served with a copy of this order and decree; and this cause being at issue as to the respondents, the President, Directors, and Company of the Bank of the United States, and Charles Vattier, it is ordered that, as to them commissioned, do issue to take depositions according to the rules of the court.

Copy of order and decree.

And thereupon a copy of the order and decree aforesaid, issued out of the clerks office of said court, as follows, to wit:

UNITED STATES OF AMERICA, *Seventh Circuit Court, Ohio District, December term,* 1828.

ROBERT PIATT, *Complainant, vs.* CHARLES VATTIER, the President, Directors, and Company of the Bank of the United States, and Benjamin M. Piatt, and Philip Grandon, and wife, part of the heirs at law of John H. Piatt, dec'd, respondents. } *Chancery.*

This day came the complainant by his solicitor, and by consent the decree pro confesso, taken before the last term, is set aside as to the respondent Charles Vattier, his answer being on file; and as to the respondent Watson, the complainant dismisses his bill; and as to the respondents Benjamin M. Pratt, and Philip Grandon, and his wife, it appearing to the court that they have not appeared or answered the complainants bill according to the rule of the court, for which they are in default. The court, as to the said last mentioned respondents, do award, order, and decree, that the matters in the bill be taken as confessed accordingly, and the court will proceed at the next term to decree, unless the said last named respondents shall appear here at the next term, and plead answer or demur, they being first duly served with a copy of the order; and this cause being at issue as to the respondents, the President, Directors, and Company of the Bank of the United States, and Charles Vattier, it is ordered that, as to their commissions, do issue to take depositions according to the rules of this court.

Attest:

[SEAL.] WM. KEY, *Bond Clerk.*

Marshal's return.

And this cause was further continued, and afterwards to wit, at the July term of said court, Anno Domino, eighteen hundred and twenty-nine, came the Marshall, and returned into court here the foregoing recited order and decree as follows, to wit: "Served on P. Grandon,

and wife, by copy, May, 15, 1829. Served on Benjamin M. Piatt, by copy hereof left at his house, June 12, 1829.

WM. DOHERTY, *Marshal.*"

Continued. And, thereupon, this cause was further continued, and afterwards, to wit, at the December term of said court, A. D. eighteen hundred

Continued. and twenty-nine, this cause was further continued; and afterwards, to wit, at the July term of said court, Anno Domini, eighteen hundred and thirty, came the parties by their counsel; and, thereupon, the complainant, by his counsel, filed in the court here the following affidavit, to wit:

ROBERT PIATT
vs
BANK U. S. } *Circuit Court U. S. in chancery.*

Affidavit. Personally appeared in open court, Robert Piatt, complainant above named, who being duly sworn, deposeth and saith that, Samuel Q. Richardson, of Frankfort, Kentucky, is a material witness for him in the trial of the above cause, without whose evidence he cannot safely proceed to trial. That about the last of last June this deponent learnt, for the first time, the materiality of said witness; and that shortly after he saw said Richardson, and he promised the deponent that he would have his deposition immediately taken and sent on to the court in time, before this court should set. The deponent has been expecting said deposition for the last eight or ten days, and that yesterday he received a letter from Mr. Richardson what this deposition would be, but not his deposition, said Richardson excuses himself for not sending his deposition on the ground that Mr. Thomas T. Chittenden, (former agent of Bank U. S.) was absent from Frankfort, and he wished to see him before his deposition was taken; deponent says he expects and believes he will be able to claim the deposition of said Richardson by the next term of this court, and that this application is not made for delay, but that he may obtain justice.

ROBERT PIATT.

Sworn to, and subscribed in open court, July 19, 1830.

ROBERT PIATT.

Continuances. On motion and affidavit of complainant, the court order this cause continued at the costs of the complainant; and afterwards, to wit, at the December term of said court, Anno Domini, eighteen hundred and thirty, this course was further continued; and afterwards, to wit, at the July term of said court, Anno Domini eighteen hundred and thirty-one, then came the parties by their attorneys, and thereupon the following exhibits and depositions were filed as evidence in this cause, to wit:

Deed of Bartle to Piatt. This deed made the 22d day of June, in the year of our Lord one thousand eight hundred and twenty-seven, between John Bartle, formerly of Cincinnati, in the county of Hamilton, in the State of Ohio, but now of the county of Campbell, in the State of Kentucky, of the one part, and Robert Piatt, of the county of Boon, and State last aforesaid, of the other part. Witnesseth that the said John Bartle, for, and in consideration of the sum of three thousand dollars of lawful money of the United States, to him paid the receipt, whereof he doth hereby acknow-

ledge hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell to the said Robert, his heirs and assigns, all that certain in lot of land situate in the city of Cincinnati, in the county of Hamilton, aforesaid, and known and distinguished in the original plan of the town of Cincinnati, aforesaid, by the name and description of, in lot number one, being the same lot formerly in the actual occupation of the said John, and now in the occupation of Andrew Mack, upon which said lot is erected a large three story brick building used as a tavern, the said lot being a corner lot, together with all buildings and improvements on said land; and all the appurtenances thereunto belonging to the said Robert, his heirs and assigns forever, and and the said John for himself, his heirs, executors, and administrators, doth covenant, with the said Robert, his heirs and assigns, that he will warrant and defend the said in lot of land number one, unto the said Robert, and his heirs and assigns forever, against all claims and titles whatsoever. In witness whereof, the said John hath hereunto set his hand and seal, the day and year above mentioned, at the town of Newport, in the county of Campbell, aforesaid.

J. BARTLE, [SEAL.]

Signed, sealed, and delivered, in presence of
WM. WRIGHT SOUTHGATE.
RICH'D SOUTHGATE.

STATE OF KENTUCKY, *Campbell county, sct.*

I, John Taliferro, deputy clerk for James Taylor, clerk of the county court for the county aforesaid, do certify that the foregoing deed from John Bartle to Robert Piatt, was this day presented to me in my office, and acknowledged by the said John Bartle, to be his hand and seal, act and deed, for the uses and purposes therein mentioned. Whereupon the same is certified to the proper office, for its admission to record.

[SEAL.] In testimony whereof, I have hereunto set my hand and affixed the seal of said county, at Newport, this 22d day of June, 1827, and in the 36th year of the commonwealth.

JOHN N. TALIFERRO, *D. Clk.*
For JAMES TAYLOR, *Clk. C. C. C.*

CAMPBELL COUNTY, *sct.*

I, William Reddick, presiding justice of the Campbell county court, dd certify, that John N. Tolliaferro, who has signed the above certificate, an affixed his seal of office thereto, is deputy clerk of the county court afor said, duly appointed and qualified; and that his attestation is in due form and entitled to full faith and credit as well in courts of justice as thereout.

Given under my hand and seal this 22d day of June, 1827.

WM. REDDICK, [SEAL.]

Rec'd. 3d November, 1827, and recorded in book No. 28, in page 71.

[SEAL.] GRIFFIN YEATMAN,
Recorder of Hamilton county, Ohio.

ROBERT PIATT
vs.
PRESIDENT, DIRECTORS & Co. BANK U. STATES, JOHN WATSON, heirs of J. H. Piatt, Charles Vattier, and others.

Cir. Court U. States, Ohio District. Chancery.

Notice. The defendants will take notice that the complainant will proceed on Tuesday, March 11th, 1828, at the office of S. Ferman Hunt, in Cincinnati, between the hours of one and three in the afternoon of the same day, to take the deposition of Lewis Davis, a witness to be read in evidence on the trial of said cause.

BENHAM & HAMMOND, *for complainants.*

ROBERT PIATT
vs.
THE PRESIDENT, DIRECTORS & Co. OF THE BANK OF U. STATES, JOHN WATSON, the heirs of John H. Piatt, Charles Vattier, and others.

March 10, 1828, circuit court of the United States, 7th circuit, and district of Ohio. In Chancery.

Deposition of L. Davis. Before Samuel F. Hunt, master commissioner, in chancery, for the court aforesaid, at his office in Cincinnati, on the 11th day of March, eighteen hundred and twenty-eight, personally came Lewis Davis, of lawful age, who, on his solemn oath, testified, deposed and declared that, about the time John H. Piatt, now deceased, purchased in lot number one, on the original plan, of the town of Cincinnati, being the identical lot on which the Cincinnati Hotel now stands, he came from Cincinnati to the Yellow Springs, to see this deponent, and make inquiry of him in regard to the validity of the title to the lot, which he was about to purchase; in reply to which inquiry, this deponent apprised him that a certain Bartle set up a claim to the lot aforesaid, as deponent had learned from the said Bartle and others. And this deponent further stated to him, that he had made such an investigation of the title, as satisfied himself by inspection of papers exhibited to him by Bartle, that the title was not clear and undisputed. Deponent further saith that, this information was given to Piatt three or four days before the purchase by him, and of this he is confident; and further he saith not.

LEWIS DAVIS.

The above and foregoing deposition of Lewis Davis, was taken, sworn to and subscribed, before me, at my office in Cincinnati, this 11th day of March, eighteen hundred and twenty-eight, in pursuance of the annexed notice.

SAML. F. HUNT, *M. C. in chancery.*

ROBERT PIATT,
vs.
C. VATTIER, Bank of the United States and others.

Circuit Court of the United States seventh circuit and district of Ohio. In Chancery.

Deposition of J. White. Before Samuel F. Hunt, master commissioner, in chancery, for the court aforesaid, at his office in Cincinnati, on the 9th day of September, eighteen hundred and twenty-nine, personally appeared Jacob White, of lawful age, who being duly sworn according to law, testified, deposed, and on his solemn oath declared and said

that, he has been acquainted with Cincinnati since the summer of the year seventeen hundred and eighty-nine, at which time there was not more than eight or nine cabins built, and he understood from Israel Ludlow, one of the proprietors of the town, that all the lots on Front street, from Easton, row to Main street, were donations, lots given to actual settlers on condition that they should make certain improvements thereon, within a given time. Among other improvements made on these donation lots as aforesaid, deponent recollects having seen workmen in the summer of the year seventeen hundred and ninety, building a house on lot number one, on the corner of Front street and Eastern row, for Bartle & Strong, who were concerned together in business. Deponent says that he understood, he believes, from both Bartle and Campbell, that he, the said Bartle, derived his title in the aforesaid lot number one, from the said Campbell; the house then and there built was occupied as a contractor's store, by Elliott and Williams, who were considered as the tenants of Bartle. Deponent further saith that, after the house and lot aforesaid had been in the possession of Bartle, or his lessees, for some two or three years, he understood that it passed into the hands of a certain Robert Barr, of Lexington, Kentucky, by mortgage or some other agreement, which said mortgage or other lien, he understood was given in consideration of a sum of money which the said Bartle owed to the said Barr. Subsequently to this time, he understood from C. Vattier, one of the defendants to this suit, that he had purchased the house and lot aforesaid, from the said Barr. Deponent further said, from common report, he understood that one Blackburn was the volunteer settler that drew lot number one aforesaid; and that, afterwards, Campbell became entitled to it by purchase from him. Deponent believes the house before mentioned in his deposition, as having been built in the year seventeen hundred and ninety, for Bartle and Strong, was the first building or improvement that was made on lot number one.

Question by complainants counsel. Had you ever any convention with Vattier, after his purchase from Barr, in relation to the title afterwards set up by Bartle?

Answer by deponent. Some time after Vattier came into possession, in a conversation I had with him, I heard him say that Bartle had a claim to it, but that he did not think much of it; but in the same conversation, he told me that he, Vattier, got a deed from judge Symmes for it.

Question by the same. Was the improvement made by Bartle sufficient to comply with the conditions of the donations? and if so, was it made in time?

Answer by deponent. I think the conditions were the erection of a house not less than twenty feet long, and sixteen feet wide, one and a half story high with one stone or brick chimney in it, and the whole made tenable, as well as deponent recollects; the time was, as deponent recollects, two years or thereabouts. The house built, more than fulfilled or met the terms of the donation, and was built within the time.

Question by the same. Do you know what evidence of title the voluntary settlers received for the lots which they drew as donation lots? and if you do, state the character of such title.

Answer by the same. I think they received a certificate from the proprietors, designated by number setting forth, that they should be entitled to a deed after complying with the conditions of their donation, then certificates frequently passed from hand to hand, by assignment.

Question by the same. Was it not generally understood and believed in the town, and spoken of as a fact, at the time Bartle was making the improvement on the lot aforesaid; that he held it under a donation certificate as aforesaid; and that, he was making his improvements to comply with the terms of the donation; and was he not doing this under the certificate which he had received from Campbell, which the said Campbell had received from Blackburn?

(This question is objected to and waived)

Question by the same. Dy you know what was the general understanding and belief of the citizens of the town, of the character of the title under which Bartle was making his improvement?

Answer by deponent. I think the general understanding was that he was improving under the title he derived from Campbell, which the said Campbell derived from Blackburn, and which title was no other than a donation certificate from the proprietors.

Question by the same. Was the conversation which you had with Vattier, in relation to Bartle's claim, previously mentioned in your deposition, before or after the sale by Vattier to Smith?

Answer by deponent. It was before the sale, and not long after Vattier had purchased from Barr.

Question by defendant's counsel. Do you know how long Mr. Bartle resided in the neighborhood of Cincinnati after this time, and was he often in the town?

Answer by deponent After Elliott and Williams, contractors, rented the house and lot, Bartle moved over to Newport, Kentucky, where he resided several years, but the precise time I cannot pretend to state; the last time I heard of his residence, it was in Madison, State of Indiana. How often he visited Cincinnati when he lived in Newport, I cannot say.

Question by the counsel for the Bank of the United States. Have you any knowledge of Bartle or Campbell, or Samuel Blackburn, having any title to said lot number one, except from the declarations of said Bartle and Campbell, or from the declarations of some other persons?

Answer by deponent. I never saw the certificate, but I think it was by virtue of a certificate from the proprietors of the town for a donation lot; and I think that was the common understanding of the citizens of the town.

By same. Will you state why you think it was by virtue of a certificate from the proprietors of the town?

Because I never heard of any other kind of title being given for lots in Cincinnati, until judge Symmes was prepared to give deeds for them.

By same. Was you acquainted with James Blackburn? Where did he live? Where did he remove from Cincinnati? Have you ever heard him say any thing on the subject of said lot?

Answer by deponent. I was not acquainted with Blackburn; I have often seen him, but dont know where he went. I think, I never had any conversation with him on the subject of the lot.

How long do you think it was after the erection of said building, before Bartle passed his title by mortgage, as you understood, to Barr, of Lexington?

Answer by deponent. It was several years; but the length of time, I cannot say with certainty, but it may have been from four to six years.

Question by the same. Was said lot mortgaged while Bartle and Strong were occupying it?

Answer by deponent. My impression is that Strong died in the house, and that the business of Bartle and Strong then ceased, and that after the death of Strong, the house was rented out; and while it was under rent, the transaction between Bartle and Barr, as aforesaid, took place, as I believe.

Question by complainants counsel. Do you know whether Bartle ever was in Cincinnati, after Vattier purchased the lot from Barr, and whether he continued to assert his title to said lot? If so, please state what you know or heard said by him, by the the citizens generally, of said town, in relation to his claim?

Answer by deponent. I saw him in Cincinnati since Vattier purchased the lot of Barr, and I think several times, and I have heard him speak of the lot in controversy, and whenever he did, he spoke of his claim to it: and I believe his claim was frequently spoken of hy the citizens generally, and particularly by the old settlers.

Question by the same. What was the situation of Bartle, as regarded his pecuniary circumstances, when he removed from Cincinnati to Newport? And what has been his pecuniary matters since that time?

Answer by defendant. When he removed to Newport, he was considered to be much embarrassed, and I think, he has remained in indigent circumstances to this time. I think his means for support have for many years been very limited.

JACOB WHITE.

The above and foregoing deposition of Jacob White, was taken, sworn to, and subscribed before me at my office in Cincinnati, this ninth day of September, eighteen hundred and twenty-nine, in pursuance of the annexed notice.

SAM'L F. HUNT, *M. C.*

ROBERT PIATT,
vs.
C. VATTIER, BANK U. S. and others.

Notice. Mr. P. Grandon: Take notice, the complainant will proceed to take depositions in this cause, at the office of the master commissioner Hunt, in this city, this day at 2 o'clock; and will continue from day to day until closed.

C. HAMMOND,
Sol. for Complainant.

Sept. 9, 1829.

I acknowledge notice of the foregoing.

P. GRANDON.

Sept. 9, 1829.

Deposition of J. Fowler. Before Samuel F. Hunt, master commissioner in chancery for the court aforesaid, at his office in Cincinnati, on the tenth day of September, eighteen hundred and twenty-nine, personally appeared, Jacob Fowler, of lawful age, who being duly sworn according to law, testified, deposed, and on his solemn oath declared and said, that he landed in Cincinnati in the autumn of the year seventeen hundred and eighty-nine; and that he met with Israel Ludlow, one of the proprietors

here, with whom he had had some acquaintance before, the said Ludlow, proposed selling to this deponent a lot, and this deponent was desirous of becoming a purchaser; they took a walk together to see the lots, which were laid off, both sold and unsold, and as the deponent passed along, he saw stakes stuck up, marking the boundaries of the streets and lots, and the said Ludlow, named to this deponent the number, and purchasers of several lots; and when he came to lot number one, situate at the corner of Front street and Eastern row, now Broadway, he told this deponent, designating the lot, that it belonged to James Campbell, deponent did not know Campbell at this time, but he shortly afterwards became acquainted with him. In the spring of seventeen hundred and ninety, deponent became acquainted with John Bartle, and Solomon Strong, who at the time kept a grocery in a building on the bank of the river, near where the steam mill now stands. Early in the summer of seventeen hundred and ninety, the said Bartle and Strong, in connection or partnership, with the aforementioned James Campbell, erected a building on lot number one, on the corner of Front street, and Eastern row as aforesaid, for the double purpose of securing a title to the lot, as a donation lot, and carrying on business in it. The character of this building exceeded the descriptions and dimensions of the building required by the terms of donation and settlement, as I understood from the proprietors of the town, and the settlers generally. This building was completed in the summer of the same year, and immediately afterwards, Bartle, Strong, and Campbell, moved into it, and carried on business in the mercantile line; and in a few days after the occupancy of the said building, Campbell left Bartle and Strong, and remained somewhere in the town, or its neighborhood, while Bartle and Strong conducted the business for themselves; and the business, or rather the house and business, took the name of Bartle and Strong, which they continued to occupy as the owners, until some time in the summer of seventeen hundred and ninety one, when Strong died in the house. Deponent further saith, that Bartle continued to do business in the same house, until the spring of seventeen hundred and ninety-two, when he rented it to the contractors, (Elliott and Williams,) and moved over to Newport, where he carried on farming, and gardening on a small scale, he was considerably indebted, when he left Cincinnati, and was embarrassed by one or more judgements, he was also indebted to Capt. Cushing, in a sum from fifteen hundred, to two thousand dollars; which, considering the amount of business done, and the value of property here, was deemed a large debt at that day; he was indebted in the further sum of from six, to eight hundred dollars to Barr of Lexington. Deponent further saith, that at the time Bartle gave possession of the house and lot aforesaid, to Elliott and Williams, and they became his tenants; he, the said Bartle, told this deponent, as well as the tenants themselves, that they were to pay him, Bartle, one hundred and fifty dollars rent, per annum, while they continued in the occupancy of it, which was to be applied towards the extinguishment of Bartle's debt to Barr. Deponent further saith, that at the time he, Bartle, moved over to Newport, he had funds or means of his own, the residue of his mercantile stock, which was appropriated to the payment of the debt due to Cushing, after which, he was left without funds or property in a state of extreme poverty, so much so, that he often wanted clothing to make himself comfortable. Deponent further saith, that he, Bartle, often spoke to him on the subject of the house and lot number one, and told him, that so soon as the rent of it should extinguish the Barr debt, it would re-

lieve him, and put him afloat again, as he would then get the rents and then occupy the house himself. Deponent further saith, that say some two or three years before the mortgage from Bartle to Barr, was, or could be extinguished by the proceeds of the rent of the house and lot, he had a conversation with Charles Vattier, one of the defendants to this suit, in which the said Vattier told him, that he had a ten gallon kettle full of silver, with which he intended, and had attempted to purchase Thomas Kennedy's farm and ferry, but that in this, he had failed, and now had another object in view; but which he said, he would not disclose to deponent at this time; they parted, and at a subsequent interview, say some five or six months afterwards, the said Vattier told deponent, that he had accomplished his other object, which was, the purchase of Bartle's house and lot in Cincinnati from Barr, on which, deponent asked him what he would do with Bartle's claim, in reply to which, he said, that he had examined, and found that Bartle had no deed for the house and lot; on which he went to Lexington, and purchased Barr's claim to it, and that he had managed Judge Symmes, so as to get a deed from him for it, and that he now put Bartle at defiance. Deponent further saith, that some time in the year seventeen hundred and ninety-two, and after Bartle had moved to Kentucky, Campbell told him, he had sold the house and lot to Bartle, which they had built in Cincinnati, and that in the summer of the same year, 1792, he called one morning at Bartle's house, in Kentucky, and found him much distressed; he Bartle told deponent that on the night before, in crossing the river, he had lost his pocket book in the river, in which there was a number of valuable papers, and among them his title paper to the lot in controversy. Deponent further saith, that as soon as Bartle became acquainted with Vattier's purchase of Barr's claim, and Symmes' conveyance of the lot aforesaid to him (Vattier,) he became uneasy, and complained that there was an attempt to defraud him out of it; but that he still considered it recoverable, if he had funds to prosecute his claim to it; deponent further saith, that the title or right of Bartle to the lot aforesaid, continued to be canvassed among the citizens of the town, and particulalty the early settlers, alledging that Bartle was of right entitled to the lot, and that Judge Symmes had acted improperly in conveying it to Vattier. Deponent further saith, that some time in the year eighteen hundred and seventeen, he met with Bartle, at Madison, in the State of Indiana, and had a conversation with him, in regard to the lot, (the identical one in dispute,) in which he asked deponent to say to John H. Piatt, that if he, the said John, would pay him, Bartle, the rent then due, (due up to that time) from the time Barr's debt would be extinguished by the rent, that he would then convey him the lot, otherwise he would prosecute his claim, so soon as he could raise the money necessary to enable him to carry it on. Deponent communicated this message to the said John H. Piatt, the answer of said Piatt to deponent was, that he would take time to consider, until he could consult counsel on the subject, after which he informed this deponent, that counsel had advised him, that he could hold by possession, and consequently, he would not comply with the terms of Bartle.

Question by defendants' counsel. Where has Bartle resided since you first became acquainted with him.

Answer by defendant. After he left Cincinnati he lived in Newport two or three years; then he moved up Licking, five or six miles from Newport; from thence he moved up into the neighborhood of Wilmington, about

twenty miles from Newport, where he might have resided some two or three years, after which deponent does not know that he has had any settled home. Deponent believes that he now lives with some of his children about seven miles from Newport.

Question by same. Did you ever see any paper title to the lot in question?

Answer by deponent. I never did.

Question by same. In what year was it that you had the conversation with Vattier, to which you allude?

Answer by deponent. I cannot state the year with certainty.

Question by same. Do you know any thing of Bartle's title, *but* you have described in consideration with him and Campbell?

Answer by defendant. I know nothing more than I have before stated.

JACOB FOWLER.

The above and foregoing deposition of Jacob Fowler was taken, sworn to and subscribed before me, at my office in Cincinnati, this tenth day of September, eighteen hundred and twenty nine, by consent of the parties to the suit, who, by their counsel, were present at the taking thereof.

SAM'L F. HUNT,
M. C. in chancery.

Deposition of W. Berry.

Before Samuel F. Hunt, master commissioner in chancery, for the court aforesaid, at his office, in Cincinnati, on the eleventh day of September, eighteen hundred and twenty-nine, personally appeared William Berry, of lawful age, who, being duly sworn according to law, deposeth and saith, that he settled in Cincinnati in the year seventeen hundred and ninety-five, and that it is now and has been his residence ever since, at which time a certain Munsell lived in the house, on lot number one, which was at that time generally known and called Bartle's property, from which time it was occupied by different persons, but from whom they rented or to whom they paid rent, or under what title they occupied, until Vattier came into possession, deponent does not know with certainty; at what time Vattier came into possession, but he believes, to the best of his knowledge, that it was some where about the year seventeen hundred and ninety-eight or ninety-nine, and held it until he sold to John Smith; deponent further saith, that while Smith was in negotiation with Vattier, and before he had purchased the lot aforesaid from him, this deponent told Smith that it was generally reputed among the citizens of the town that the lot which he was about to purchase from Vattier (lot number one, now in dispute) belonged to a certain Bartle, and that after the purchase was made by Smith, and he was about to dig the cellar, on which the first part of the brick house, now on the premises stands, Bartle himself came over from Kentucky, and forbid Smith on the ground, in the presence of this deponent, from breaking the ground or proceeding to dig the cellar, alledging that he, Bartle, had the title to ground, and that it belonged to him, to which Smith said that he had purchased the lot from Vattier, had paid him for it, deponent further saith that Smith continued to occupy the property for several years, when it was taken in execution, and sold by the sheriff of Hamilton county, and John H. Piatt became the purchaser, some time before the sale, while deponent was in the employ of the said John, say two three months, in a conversation with the said Piatt, in which he spoke of purchasing this

property, when it should be sold at sheriff's sale, deponent informed him that it belonged to a certain Bartley, of Kentucky, and he advised him not to buy it, deponent further saith, that from the year seventeen hundred and ninety-five up to late years, when he has heard this property mentioned among the old citizens, he generall heard it spoken of as belonging to one Bartle, or to which he had a claim.

Question by defendants' counsel. In what year did you first become acquainted with Bartle?

Answer by deponent. The first time I ever saw Bartle to know him was when he forbid Smith to break the ground, when he was commencing to dig the cellar.

Did you ever see any title papers in reference to the lot in controversy, or had you any interest at any time in the lot either as agent or otherwise?

Answer by depenent. I never saw any title papers nor had any interest in said lot as agent or otherwise, and further this deponent answereth not.

his
WILLIAM + BERRY.
mark

The above and foregoing deposition of William Berry was taken, sworn to, and subscribed before, at my office in Cincinnati, this eleventh day of September, eighteen hundred and twenty-nine, by consent of the parties to the suit, who, by their counsel, were present at the taking thereof.

SAM'L F. HUNT, *M. C.*
In chancery.

ROBERT PIATT, complainant,
vs.
The PRESIDENT DIRECTORS and Co. of the BANK of the UNITED STATES, JOHN WATSON, the heirs of JOHN H. PIATT, CHARLES VATTIER, and others, defendants.

Circuit court of the United States, seventh circuit and district of Ohio, in chancery.

To HIERMAN COPE, esq.
Agent of the Bank of the U. States,
or the attorney of and for the said bank.

Notice to take deposition.

GENTLEMEN: Please to take notice that I shall proceed to take the deposition of Samuel Q. Richardson and others, on Thursday, the 14th of this month, at the house of Mr. Wiseker, innkeeper, in Frankfort, the seat of Government of the State of Kentucky, between the hours of 9 o'clock in the morning and six o'clock in the afternoon of the same day, and to adjourn from day to day, if it may be found proper to do so, which said deposition or depositions are to be read, on the trial of the above cause, at which time and place you or either of you may attend, in case you think proper to do so.

ROBERT PIATT, *Complainant.*

I acknowledge notice of the above.

HERMAN COPE,
Ag't Bank U. States.

Deposition of S. Q. Richardson.

The deposition of S. Q. Richardson, taken at the house of Messrs. Lewis Weisign and son, innkeepers, in Frankfort at the seat of Government, in Kentucky, on the 14th day of October, 1830, agreeably to the annexed notice, to be read as evidence in a certain suit in chancery, depending in the circuit court of the United States, in and for the 7th circuit and district of Ohio, wherein Robert Piatt is complainant, and the president and directors and company of the bank of the United States and others are defendants. This deponent being of lawful age, and first duly sworn deposeth and says:

Question by complainant. Did you or not reside in the city of Cincinnati several years, including the period of 1819 and 1820, and whilst there pursue your profession of the law?

Answer. I removed to Cincinnati in the month of February, 1818, and continued to reside there till the month of May, 1823: whilst there I followed my profession.

Question by same. Were you or not acquainted with the late John H. Piatt, of that city, and during your residence there frequently consulted by him on legal subjects connected with his business?

Answer. Shortly after my removal to Cincinnati, John H. Piatt, with whom I had been previously acquainted for several years, engaged me as counsel in all his litigated cases, and I continued to do more or less professional business for him till the time of his death. I was frequently consulted by him in cases and on subjects, which never became matters of legal controversy.

Question by same. Were you or not ever consulted by John H. Piatt, on the subject of a claim asserted by one John Bartle, to lot No. one, in the city of Cincinnati, the same on which the Cincinnati hotel now stands?

Answer. I was frequently spoken with, and consulted by John H. Piatt, on the subject of that claim.

Question by same. Were you not consulted by John H. Piatt, touching the mortgage which he executed to the Bank of the United States in October, 1820, in security of his debt to that institution, and had you or not, at his instance, some conversation with the bank officers or agents on the subject of title in Piatt to the property mortgaged, and particularly in reference to the hotel property, and Bartle's claim thereto? Please go on and state fully what you know on this subject.

Answer. As before remarked, I was frequently spoken to by J. H. Piatt, on the subject of Bartle's claim, about which, at times, he appeared to be not a little uneasy. I think he first spoke to me on the subject at the time he was pulling down the old frame building on the corner of Front street and Broadway, and making the large brick addition to the hotel. I remember to always have given him an opinion under the circumstances and facts presented to me, that the claim of Bartle to the property could not be made available. Lapse of time, adverse possession, and something of uncertainty touching the origin of that claim, together with the fact that, at the time spoken of, Bartle's residence was unknown, and he not heard of for a length of time, led me to conclude that Piatt had but little to apprehend from it.

While John H. Piatt was in treaty with Thomas Wilson, late cashier of the Bank of the United States, on the subject of his debt due the branch at Cincinnati, he informed me that some difficulty had arisen on the subject of his title to the hotel property; that he and Wilson had settled the terms of

his arrangement with the bank, and he was about to execute a mortgage of security on his property, but that Wilson had suggested a defect of title in him to the property referred to: predicated on Bartle's claim, which was likely to defeat the arrangement spoken of. He then desired me to go with him and see Wilson, with a view that I should give him my opinion on the subject of his (Piatt's) title to the hotel. I accordingly called, with him, on Mr. Wilson, when a free and full conversation took place on the subject. This claim of Bartle was particularly referred to and described; Piatt made a statement altogether favorable to his own right, and I gave him my reasons why I thought his title might be relied on. I recollect having had a subsequent conversation with Mr. Wilson on the same subject, at Carneal's, in which he appeared to be better satisfied as to Piatt's title. This, I know, was previous to the mortgage, as the sufficiency of the property, to the debt due the bank from Piatt, on which the lien was about to be given, was also a subject of conversation and inquiry.

Henry Stair, esquire, appeared as counsel for the defendants, and proposes the following questions to Mr. Richardson, to wit: have you any knowledge in relation to John Bartle's supposed claim to lot No. 1, in the city of Cincinnati, except what you derived from John H. Piatt, when you acted as his counsel.

Answer. None, except from rumor. I think, as well as I now recollect, I heard others speak of the claim, H. Glenn & Col. Piatt.

By same. In relation to the mortgage made by John H. Piatt to the Bank of the U. S. in the year 1820, were you not acting as the legal adviser of Piatt and the bank, as to the expediency of his giving the mortgage, and was not your advice and legal opinions, as expressed to the bank in reference to Piatt's title, given for the purpose of satisfying the bank that his title was good?

Ans. I never was the counsel of the bank at all, except in a few cases in the common pleas, or supreme court Ham. county, in which they failed to pay me, or since my removal from Cincinnati to pay those who were bound for me to the bank. As before stated, I was, from Piatt's statement, impressed with the belief that his claim to the lot was valid and good. I do not now know that it is not so; under the convictions of my mind at the time, I certainly endeavored to remove Mr. Wilson's apprehensions about the property; In doing so, I was neither acting or consulted as the attorney or counsel for the bank, and further saith not.

SAM. Q. RICHARDSON.

STATE OF KENTUCKY, *Franklin county.* } *to wit:*

I, Henry Wingate, one of the justices of the peace in and for the county and state aforesaid, duly commissioned, sworn and acting as such, and by virtue of my said commission, being one of the judges of the county court in and for said county, do certify, that at the request of the compt. I caused the deponent in the foregoing deposition to come before me at the time and place stated in the caption, because the said witness resides more than one hundred miles from Columbus, the place of holding the said court of the United States. The said witness was, by me, carefully examined, cautioned, and sworn, then and there, to testify the whole truth. The several answers to the interrogations were wholly reduced to writing by me, in the presence

of said witness, and then and there subscribed by him, and sworn to before me, by him, that I am not of counsel for either of the parties, or interested in the event of the suit; I further certify, that the style of Weisiger's tavern in Frankfort, is Levy Weisiger and son, which is the only tavern of that name in Frankfort.

Given under my hand and seal this 14th day of October, 1830.

H. WINGATE, *J. P.*

ROBERT PIATT,
vs.
THE PRESIDENT, DIRECTORS & Co. OF THE BANK OF U. STATES, JOHN WATSON, heirs of JOHN H. PIATT, CHAS. VATTIER AND OTHERS.

Circuit court of the U. States, 7th circuit, and district of Ohio. In chancery.

The defendants, or their counsel, will take notice that the complainant will proceed to take the deposition of Jesse Hunt, on Saturday the 5th day of December next, 1829, before Samuel T. Hunt, master commissioner in chancery, at his office in Cincinnati, between the hours of three and six in the afternoon of that day, to be made in evidence on the trial of the above cause.

ROBERT PIATT, *Compl't.*

Cincinnati, December 3d, 1829.

I acknowledge service for the president, directors and company of the Bank of the United States.

GEO W. JONES, *Agent.*
CASWELL & STARR, for Vattier.

December 3*d*, 1829.

I acknowledge for myself only.

P. GRANDON.

December 3*d*, 1829.

ROBERT PIATT,
vs.
THE PRESIDENT, DIRECTORS & Co. OF THE BANK OF THE UNITED STATES, JOHN WATSON, heirs of JOHN H. PIATT, CHARLES VATTIER and others.

Circuit Court of the United States, 7th circuit, and district of Ohio. In Chancery.

Deposition of J. Hunt. Before Samuel F. Hunt, master commissioner in chancery, for the court aforesaid, at his office, in the city of Cincinnati, on the fifth day of December, eighteen hundred and twenty-nine, personally appeared Jesse Hunt, of lawful age, resident of the said city of Cincinnati, who being duly sworn according to law, testified, deposed, and on his solemn oath declared and said, that sometime in the year seventeen hundred and ninety one, say the month of January or February of that year, he became acquainted with Capt. Bartle, one of the partners known and trading under the firm of Bartle and Strong, in Cincinnati; deponent thinks he fell in with Bartle at Washington or Limestone, in Kentucky, and came down the river with him to Cincinnati, and went to Bartle's house, which was on lot number one, agreeable to the original plan of the town. Deponent further saith, that Abijah Hunt then occupied a part of the house as a store room, he was

then in the employ of Elliott and Williams, the contractors for the army. Deponent believes Abijah Hunt rented the house from Bartle in the year seventeen hundred and ninety. Bartle kept a tavern in the other part of the house. Deponent further saith, that in the summer or autumn of the same year, he understood that Bartle or Strong, or one of them, had mortgaged the said house and lot to Robert Barr. of Lexington, Kentucky, they had purchased a quantity of goods from Barr; Strong died in the house, and deponent understood the settlement of this business devolved on the said Bartle. About the close of the year seventeen hundred and ninety-one, deponent left Cincinnati and returned to New Jersey, and returned about June or July seventeen hundred and ninety-two, within that time deponent believes Bartle had left Cincinnati, perhaps removed to Kentucky, and Mr. Barr came to the possession of the said house and lot, but the exact time deponent does not know, but this he does know, that Abijah Hunt became the agent for Barr, and had charge of the property, and he did occupy a part of it, for the use of the contractors, or rented it to other persons. Deponent knows that he had the agency for Mr. Barr for a considerable time, he believes until Charles Vattier purchased the said Barr's interest in it, during the time of his agency he received and accounted to the said Barr for the rents, which, deponent has no doubt, were applied towards the discharge of the mortgage. Deponent never understood that the mortgage was foreclosed, he is confident that it was not. Deponent further saith, he thinks there were judges appointed, and perhaps a court formed, and if they had power, deponent does not believe they pretended to do business to that extent, not only so, Barr resided in Lexington, and it was a wilderness between George town and Cincinnati, and for a part of the time considered dangerous to travel on account of the Indians. Deponent further saith, that he was acquainted with Barr, and frequently heard him talk about his claim to the property, and wanted to sell it. Deponent further saith, that he understood and believes, that Bartle became embarrassed and unable to pay Barr's claim, and could not sell the property to meet the demand, and he left it, and Barr took the possession in order to secure this debt in the best way he could; but deponent does not think he pretended to own the property absolutely. Before Charles Vattier purchased the property from Barr, he applied to me to make the bargain with Barr for him, as deponent was well acquainted with Barr, and Vattier was not. This deponent further saith, that he told Vattier that he should go to Lexington in a short time, and would then do it, but deponent did not go so soon as he had expected, and Vattier went to Lexington himself, and deponent met him on his return home, he thinks on the dry ridge, where they stopped, and Vattier told deponent he had bought Barr's interest in the house and lot aforesaid, and that he would be obliged to apply to judge Symmes for the title; and while deponent was at Lexington, he had a conversation with Barr, on which he told this deponent that he had made a sale to Vattier, and that Vattier had paid him a large part of the purchase money in small silver coin, say in 6¼ 12½ and 25 cent pieces, and remarked he must be an extraordinary character, as he, Barr, said he never had seen such a sum of small money collected or words to that effect. Deponent further saith, that the price of the lot was seven or eight hundred dollars, and these remarks from Barr impressed the circumstance on deponent's mind, perhaps more strongly. Deponent further saith, that in this conversation he had reason to believe that Barr had only sold his right as it then stood, leaving to Vattier and the judge to

settle the business in their own way. Deponent further saith, that on hi return to Cincinnati, he met and conversed with Vattier, in which conversation Vattier told him he had got a deed from John Symmes, and that he had given up to the judge the paper he had got from Barr, and the judge had required him to pay the price of a wagon, about fifteen pounds, which the judge said was due to him from Bartle; Bartle said he thought hard of the judge, but rather than not get the deed he had consented and paid the judge's demand.

Deponent further saith that he knows, by the original plan of the town, that lot number one was a donation lot; and that he always understood that Bartle and Strong purchased it from the person claiming by donation; and that they had built a house and occupied it themselves or by their tenants, until Barr took possession; and further this deponent saith not.

JESSE HUNT.

The above and foregoing deposition of Jesse Hunt was taken, sworn to, and subscribed before me at my office, in Cincinnati, the fifth day of December, eighteen hundred twenty-nine, in pursuance of the notice annexed, returned and enclosed herewith.

SAMUEL F. HUNT, *M. C. in chancery.*

ROBERT PIATT
vs.
BANK U. STATES, et al. } *Circuit Court U. S., in chancery.*

Deposition of J. Watson. John Watson, of lawful age, being duly sworn, deposeth and saith that, in the summer of 1827, he purchased from the Bank of the United States, by their agent Geo. W. Jones, the house and lot in despute; and at the time he purchased, when deponent was inquiring as to the title, the said Jones informed him that there was an old claim against said property; and to guard against said claim, the said Jones, as the agent of the bank, agreed, with this deponent, that if said claim were asserted against said property, within one year, then this deponent had his election to retain said property, or relinquish the purchase. Suit was brought upon said claim within the year, and this deponent made his election to relinquish said property; and further deponent saith.

J. WATSON

Taken by agreement of counsel, and all exceptions to the manner of taking, waved, nor is the oath of Mr. Watson required to the statement. All exceptions to the applicability of the evidence are reserved.

D. J. CASWELL, *Attorney for B. U. S.*

ROBERT PIATT
vs.
C. VATTIER, et al. } *In chancery, Circuit Court U. S., Ohio.*

Notice to take depositions. The defendants, or their attorney in the above cause, will take notice that I intend to take the depositions of John S. Wallace, and others, before Isaac G. Burnett, esq. mayor of the city of Cincinnati, at his office on Thursday, the 2d December, inst., between the hours of eight

o'clock, A. M., and six o'clock, P. M., on said day, to be read in evidence on the trial of the above cause.

HAMMOND & BENHAM,
Solicitor for Complainant.

We acknowledge service of the above notice this 1st day of December, 1830.

CASWELL & STARR, *Attorney for Def'ts.*

ROBERT PIATT
vs.
C. VATTIER, and others.
} *In chancery, in the United States' Circuit Court, district of Ohio.*

Deposition of John S. Wallace.

Depositions taken before Isaac G Burmet, mayor of the city of Cincinnati, at the mayor's office in said city, on the second day of December, eighteen hundred and thirty, between the hours of eight o'clock, A. M., and six o'clock, P. M., of said day, to be read in evidence, on the trial of the above cause, on the part of the complainant. John S. Wallace, a witness, produced and sworn, deposes and says that, he came to this place, then called Losantiville, now called Cincinnati, in the month of February, seventeen hundred and eighty-nine. The town had then been laid out by Matthias Denman, and his associates, who were then on the ground by their agent, Israel Ludlow, offering the lots for sale. Judge Symmes, from whom Denman had purchased the land, had not obtained his patent from the Government. Israel Ludlow, as one of the proprietors and agents for the others, sold lots and gave certificates of sale to the purchasers, specifying the number of the lots, and prior, on the production of which certificates, afterwards, said Ludlow gave an order on Judge Symmes for a deed, he holding a legal title, on which order said Symmes made the deeds, for which he charged one dollar each, and his wife fifty cents. Deponent always understood that, for the convenience of purchasers, Judge Symmes held the legal title as a trustee for the proprietors, who resided, some of them, at remote distances; and that said Symmes had no beneficial interest in the lots, and further deponent saith not.

JOHN S. WALLACE.

The STATE OF OHIO, *city of Cincinnati, ss.*

I, Isaac G. Burnet, mayor of the city of Cincinnati, aforesaid, not being attorney or of counsel for either of the parties in the foregoing suit, nor in any way interested in the event of the same, do hereby certify, that the foregoing deposition of John S. Wallace, was taken before me, at my office, being the mayor's office in said city, on Thursday, the second day of December, eighteen hundred and thirty, between the hours of eight o'clock, A. M., and six o'clock, P. M., of said day, at the instance of the complainant, in pursuance of the enclosed notice, to be read in evidence on the trial of the above cause now depending in the United States Circuit Court, seventh circuit, district of Ohio, wherein Robert Piatt is complainant, and Chaales Vattier, and others, are defendants; that the said deposition was then and there reduced to writing by me, and so also subscribed by the said deponent in my presence; and that the said deponent was by me carefully examined and cautioned, and sworn to testify the whole truth relating to the matters in controversy in said suit; that the reason of taking said deposition is, that

the said deponent resides at Cincinnati, more than one hundred miles from Columbus, the place of trial.

In testimony whereof, I have hereunto subscribed my name, and affixed [SEAL.] the seal of said city, the second day of December, eighteen hundred and thirty.

ISAAC G. BURNET, *Mayor.*

D. J. Caswell, esq., attended as counsel for defendants in taking of said deposition.

ISAAC G. BURNET, *Mayor.*

DISTRICT OF OHIO, *Circuit Court of the United States of America for the seventh circuit and district of Ohio.*

THE PRESIDENT, DIRECTORS, AND COMPANY, OF THE BANK OF THE UNITED STATES, and others. vs. ROBERT PIATT. } *In chancery.*

Deposition of S. R. Miller.

Samuel R. Miller, a witness on the part of the defendants, being duly sworn to tell the whole truth, deposeth and saith, that he has been acquainted with the situation and owners of the lot in controversy, being lot No. one, of the original recorded plat of the city of Cincinnati, situate at the intersection of Broadway, and the public common on Front street, since the spring of the year, A. D. 1800; at which time Charles Vattier was the occupant and reputed owner. Vattier continued to reside there until the year 1805 or 1806, when he sold to John Smith, who, about that time, and before the time of what was called Burr's expedition, erected a brick house thereon, now part of the City Hotel, and held the same until about the year 1810 or 1811, when John H. Piatt purchased the same at public sale by the sheriff, on an execution against said Smith, as deponent understood and believes Piatt improved, and held the lot in question until his death, or until it was conveyed to the Bank of the United States. Deponent is not acquainted with Mr. Bartle, but has understood that he and a Mr. Strong occupied the lot at an early period. Deponent first heard of Bartle's claims about the year 1824, he then resided near Madison, in the State of Indiana. The property is now worth from forty to fifty-five thousand dollars, and would command the annual rent of $3,000 or more on a permanent lease. The lot is entirely covered with brick buildings with the exception of an alley of about ten feet taken of the west side. The original book in which the proprietors entered the names of purchasers of lots in Cincinnati, and to those to whom donations were made in consideration of settlement, is, as deponent believes, in the possession of the clerk of the Supreme Court, of Hamilton county, at Cincinnati. George W. Jones, agent of the Bank of the United States, came to Cincinnati in that capacity, deponent believes early in the year 1821. Deponent believes said Jones did not examine the title of lots transferred to the bank. Deponent believes the mortgage given by Piatt to the bank was in the summer of 1820, and before said Jones came to Cincinnati. The examinations of titles for the Bank were principally made by Henry Avery, and are deposited in the agency office at Cincinnati. Said Avery was an agent for the Bank.

SAMUEL R. MILLER.

Sworn to, and subscribed before me, this 24th day of December, 1830.

WM. LONG,
Mayor of the Borough of Columbus.

The above was taken on part of defendants, by consent, counsel attended on behalf of complainant, and cross examined witness.

D. J. CASWELL, *for Defendants.*
T. ERWING, *for Complainant.*

ROBERT PIATT,
vs.
BANK U. STATES, CHARLES VATTIER, et al. } *Circuit Court U. States, in Chancery.*

The defendants or their attorney in the above cause, will take notice that I intend to take the depositions of Jacob White and others, before E. Woodruff, esq., on the 16th July, 1831, at the office of Ames and Benham, in the city of Cincinnati, between the hours of eight o'clock A. M., and seven o'clock P. M., on said day to be read in evidence on the trial of the above cause.

JOS. S. BENHAM, *Attorney for Plaintiff.*

We acknowledge service of this notice, this 13th June, 1831.

CASWELL & STARR, *Attorney for Defendants.*

ROBERT PIATT,
vs.
BANK OF THE UNITED STATES, } *Circuit Court of the United Staes, in chancery.*

Deposition J. White. The deposition of Jacob White, taken before me, Enos Woodruff, an associate judge within and for the county of Hamilton, and State of Ohio, at the office of Ames and Benham, in Cincinnati, agreeably to the attached notice. The deponent being first carefully examined, cautioned and sworn, to testify the whole truth, does depose and say, that he came to their place in the year of 1789, and has lived in the vicinity ever since, most of which time he has owned real estate in Cincinnati, that he was well acquainted with the original proprietors of Cincinnati, they were Matthias Denman, Robert Patterson, and John Filson, and that John Filson, one of the above named proprietors, was killed by the Indians in the year of 1788, between the two Miamies; and that shortly after the death of said Filson, Denman and Patterson, the two surviving partners, took Israel Ludlow as a partner in the place of Filson, as a joint proprietor with themselves; that the town was laid out, and part of the lots surveyed in 1788; that Israel Ludlow, soon after he became proprietor, proceeded to survey and lay off the town then called Losantiville, now Cincinnati; that he acted in so doing, for himself and the other proprietors, and also in the sale and disposition of the lots; that Patterson resided in Lexington, Kentucky, and Denman, as deponent, was informed and believed in the State of New Jersey, that the acting proprietor made it publicly known that he would give it to the first thirty settlers, each an inn and out lot, in, and adjoining, the town, as an inducement to settle and defend the place, which lots were called donation lots. Deponent further states, that the proprietors had an equitable title to the ground on which Cincinnati stands, that in 1794, said Symmes obtained a patent from the United States, for a large tract of land, including

that on which Cincinnati is situated, and that he understood from said Symmes, that he was to hold the naked legal title for the purpose of making deeds for lots to such persons as two of the proprietors should certify were entitled to them, and that said Symmes had no beneficial interest in the land upon which the town was laid out. Deponent further says, that he knows that said Symmes was in the habit of conveying lots as above stated upon the order of two of the proprietors.

JACOB WHITE.

I wave the defect in the notice, and also the cross-examination of Jacob White, provided no additions are made to the deposition except the officers authentication and the oath and signature.

D. J. CASWELL, *Attorney for Defendant.*

I, Enos Woodruff, associate judge for the county of Hamilton, and State of Ohio, do hereby certify that the foregoing deposition of Jacob White, was taken, subscribed and sworn to, before me, on the 16 day of June, 1831.

I further certify that said witness was, by me, carefully examined, cautioned and sworn, to testify the whole truth between the parties to said suit. I further certify that said deposition was wholly reduced to writing by myself, and that I am not counsel for, or of him, to either of the parties.

In testimony whereof, I have hereunto set my hand and seal, this 16th day of June, 1831.

ENOS WOODRUFF,
Associate Judge Hamilton County.

ROBERT PIATT,
vs.
THE BANK OF THE UNITED STATES,
CHARLES VATTIER, and others.

Circuit Court of the United States of the 7th Circuit and District of Ohio, at the July term, 1831.
July 11, 1831.

Deposition of J. White.

The parties being present by their solicitors and the cause ready to be heard, the counsel for complainant moved the court that they be permitted to examine Jacob White as a witness in behalf of complainant in open court, and for special cause, state and make known to the court, that they wish to establish but one single fact by said witness; that his evidence is material in this cause, and the fact thus known to him, and which they wish to prove by such examination, was first disclosed to them as being in the knowledge of the said witness, on this day. Whereupon the court directed that the said witness be examined at bar. On which the counsel for complainant, *exhibit* the following interrogatory, to wit:

Do you, or do you not, know by information from John Smith, or from some other source, whether the purchase money, for lot number one, in the city of Cincinnati, had been paid, by said Smith, to Vattier, at the time said Smith commenced the building of the first brick house on said lot?

Answer. I was with Mr. Smith, at his house, when the walls of the brick building he put up; they were up or nearly finished. He stated, that he had not paid the purchase money or all of the purchase money.

Do you recollect what year the conversation took place?

Answer. I do not recollect, but it is upwards of fifteen years, perhaps near twenty; it was after Col. Burr was in this country, and after he lodged at John Smith's; but of that I would not be perfectly certain.

Whether, in the conversation to which you allude to with Smith, you understood whether he had paid for the house or lot?

Answer. He told me that he had not paid for the lot, or all of the lot, I am not certain which.

Are you, or any of your family, instructed in the event of this suit?

Answer. I am not, nor do I know, or believe, that any of my family being interested.

When did you first communicate the above conversation to the complainant or any of his counsel?

Answer. This day. I never was questioned on that particular before. I am the same witness that has been heretofore examined in this cause.

JACOB WHITE.

Sworn to, and subscribed in open court, this 11th July, 1831.

WILLIAM MINER, *Clerk.*

And the cause coming on to be heard, upon the bill answered, exhibits depositions, &c. The arguments of counsel being known, and the court not being prepared what decree to render in this cause, take the same under advisement during the investigation of this cause; the defendants, by their counsel, tendered their bill of exceptions to the opinion of the court on the points therein stated, which was signed and sealed, and ordered to be made part of the record in this cause. Which bill of exceptions is as follows, to wit:

Bill of exceptions.

ROBERT PIATT,
vs.
CHARLES VATTIER and the PRESIDENT, DIRECTORS, and COMPANY of the BANK OF THE U. STATES.

7th Circuit Court of the United States, Ohio district. In chancery, July term, 1831.

The above cause coming on to be heard, the complainant in support of his claims, produced and read the deposition of Jacob White, taken on the 9th day of September, 1829, and also proposed to read a second deposition of said Jacob White, taken on the 16th day of June, 1831, in the following words:

ROBERT PIATT,
vs.
BANK U. STATES, CHARLES VATTIER *et. al.*

Circuit Court U. States. In chancery.

The defendants, or their attorneys in the above cause, will take notice that I intend to take the depositions of Jacob White and others before E. Woodruff, esq., on the 16th July, 1831, at the office of Ames & Benham, in the city of Cincinnati, between the hours of eight o'clock, A. M., and seven o'clock, P. M., on said day, to be read in evidence on the trial of the above cause.

JOS. S. BENHAM,
Attorney for the pluintiff.

We acknowledge service of this notice, 15th June, 1831.

CASWELL & STARR,
Attorneys for defendant.

ROBERT PIATT,
vs.
BANK OF THE UNITED STATES. } *Circuit of the U. States. In chancery.*

The deposition of Jacob White, taken before me, Enos Woodruff, an associate judge within and for the county of Hamilton, and state of Ohio, at the office of Ames & Benham, in Cincinnati, agreeably to the attached notice. The deponent being first carefully examined, cautioned, and sworn to testify the whole truth, does depose and say: that he came to this place in the year of 1789, and has lived in the vicinity ever since; most of which time he has owned real estate in Cincinnati. That he was well acquainted with the original proprietors of Cincinnati; they were Matthias Denman, Robert Patterson, and John Filson; and that John Filson, one of the above named proprietors, was killed by the Indians in the year 1788, between the two Miamies, and that shortly after the death of said Filson, Denman and Patterson, the two surviving partners, took Israel Ludlow as a partner in the place of Filson, as a joint proprietor with themselves: that the town was laid out, and part of the lots surveyed in 1788. That Israel Ludlow, soon after he became a proprietor, proceeded to survey and lay off the town then called Losantiville, now Cincinnati. That he acted, in so doing, for himself and the other proprietors, and also in the sale and disposition of the lots. That Patterson resided in Lexington, Kentucky, and Denman, as deponent was informed and believed, in the state of New Jersey. That the acting proprietor made it publicly known that he would give to the first thirty settlers, each an inn and out lot, in and adjoining the town, as an inducement to settle and defend the place. Which lots were called donation lots. Deponent further states: that the proprietors had an equitable title to the ground on which Cincinnati stands; that in 1794, said Symmes obtained a patent from the United States for a large tract of land, including that on which Cincinnati is situated, and that he understood from said Symmes, that he was to hold the naked legal title for the purpose of making deeds for lots to such persons as two of the proprietors should certify were entitled to them. And that said Symmes had no beneficial interest in the land upon which the town was laid out: deponent further says: that he knows that said Symmes was in the habit of conveying lots as above stated, upon the order of two of the proprietors.

JACOB WHITE.

I wave the defect in the notice, and also the cross-examination of Jacob White, provided no additions are made to the deposition, except the officer's authentication and the oath and signature.

DANIEL J. CASWELL,
Attorney for defendant.

I, Enos Woodruff, associate judge for the county of Hamilton, and state of Ohio, do hereby certify that the foregoing deposition of Jacob White, was taken, subscribed and sworn to before me on the 16th day of June, 1831. I further certify that said witness was by me carefully examined, cautioned, and sworn to testify the whole truth between the parties to said suit. I further certify that said deposition was wholly reduced to writing by myself, and that I am not counsel for, or taken to either of the parties In testimony whereof I have hereunto set my hand and seal, the 16th day of June, 1831.

ENOS WOODRUFF,
Associate Judge Hamilton County.

To the introduction of which second deposition, the deponents each objected this objection, the court overruled, and permitted it to be read. The said complainant offered Jacob White (the same person whose deposition had previously been twice taken) as a witness, to be examined in viva voce in open court. To the examination of this witness a third time, the defendants each objected, and also, because a witness ought not to be examined in open court, except for the purpose of proving the execution of instruments of writing; these objections the court overruled, and permitted the said witness to be examined as a witness. To which decisions of the court, the defendants each except and pray this their bill of exceptions to be signed.

JOHN McLEAN.
JOHN W. CAMPBELL.

And now at this day, to wit: Monday the 19th day of December, Anno Domini eighteen hundred and thirty-one, being the time first herein aforesaid mentioned, came the parties by their counsel, and thereupon the court ordered their decree to be entered as follows, to wit: This case was brought to a hearing at the last term of this court, upon bill, answers, exhibits, and depositions. But the court not being advised what decree to render herein, took time until the present term of this court, and now at this term came the parties by their counsel, and the court being more sufficiently advised of and concerning the premises, and having examined the bill, answers, exhibits, and depositions, are of opinion that the equity of the case is with the defendants, and that the complainant is not entitled to the relief which in and by said bill he prays; and that the same ought to be dismissed. It is therefore ordered, adjudged, and decreed by the court, that said bill be dismissed; and it is further decreed by the court, that the defendants recover of the complainant their costs herein expended, to be taxed by the clerk of the court, and that they have execution for the same.

Decree.

Costs taxed at $118 91.

And afterwards, to wit: at the December term of said court, anno Domini eighteen hundred and thirty-two, on motion of the complainant by Mr. Hammond his counsel, an appeal is allowed to the Supreme Court of the United States, according to the act of Congress in such case made and provided, on condition he enters bond and security in the sum of five hundred dollars: whereupon the complainant offered Samuel F. Hunt as his security, and by consent of Henry Starr, esq., counsel for the defendants, said security is accepted, and notice of said appeal and citation waved—which bond is as follows: Know all men by these presents, that we, Robert Piatt and Samuel F. Hunt, are held and firmly bound unto Charles Vattier, Benjamin M. Piatt, Philip Grandon, and Hannah C. Grandon his wife, and the President, Directors, and Company of the Bank of the United States, in the sum of five hundred dollars, lawful money, for the payment of which we bind ourselves, our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated the 22d day of December, A. D., 1832.

The condition of this obligation is such, that whereas at the December term of the United States Circuit Court, for the district of Ohio, in the year eighteen hundred and thirty-one, upon the hearing and consideration

of a certain suit in chancery, pending in said court, between Robert Piatt, complainant, and the said Charles Vattier, Benjamin M. Piatt, Philip Grandon, and Hannah C. Grandon his wife, and the President, Directors, and Company of the Bank of the United States, defendants. It was by said court ordered and decreed, that the bill of the said complainant against the said Charles Vattier and others, defendants, should be dismissed at the costs of the said complainant; from which said decree, the said Robert Piatt, complainant as aforesaid, prayed and was allowed an appeal to the Supreme Court of the United States, pursuant to the act of Congress in such case made and provided, as by reference to the proceedings of said circuit court will more fully and at large appear. Now, if the aforesaid bill shall be finally dismissed by the Supreme Court aforesaid, then he, the said Robert Piatt, complainant, or the said Samuel F. Hunt, shall faithfully pay off and discharge all costs that now are, or may hereafter be adjudged or decreed against said Robert Piatt, the complainant in the matter aforesaid, then this obligation to be void and of no effect, otherwise to remain in full force and virtue.

ROBERT PIATT, [SEAL.]
SAMUEL F. HUNT, [SEAL.]

THE UNITED STATES OF AMERICA, *district of Ohio, ss:*

I, William Miner, clerk of the seventh Circuit Court of the United States, in and for the district of Ohio aforesaid, do hereby certify the foregoing to be a true transcript of the record, decree, and proceedings thereon, in a suit determined in said court, in which Robert Piatt was complainant, and Charles Vattier and others, defendants, as the same remains of record in said court.

In testimony whereof, I have hereunto set my name and affixed
[L. S.] the seal of the said court, the first day of March, anno Domini 1833, and of the American Independence the 57th.

Attest: WILLIAM MINER, *Clerk.*

Transcript bond on appeal, &c., $37 00.